

*Proctor's Vision*  
*Proctor, rich with railroad heritage, values above all, its people and their environment. Working together*  
*is our pathway to a safe, secure and progressive community*

*Slogan: "You Have A Place In Proctor"*

**AGENDA**  
**PROCTOR CITY COUNCIL MEETING**  
**Monday, March 5, 2018 6:00pm**  
**Council Chambers - Community Activity Center - 100 Pionk Drive**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**OTHERS PRESENT**

**APPROVAL OF MINUTES**      February 20, 2018 City Council Meeting Minutes

**APPROVAL OF AGENDA**

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

**\*APPROVAL OF CONSENT AGENDA** (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately - thus leaving others to be approved via consent agenda action) - **bold print denotes need for Council action.**

**\*1. COMMUNICATIONS**

A. 2017 Wastewater Treatment Year-End Adjustments

**2. PLANNING & ZONING DEPARTMENT MATTER**

A. Letter to ISD #704 Regarding Variance Request

**\*3. CLERK ADVISES COUNCIL**

A. Government Fund payroll period ended 02/18/18; Liquor Fund payroll ended 02/18/18 (*attached*).

**4. COMMITTEE REPORT**

A. Planning & Zoning Meeting Minutes of February 26, 2018

**5. UNFINISHED BUSINESS**

\*A. SRO

## **6. NEW BUSINESS**

- A. Event Application: **Bike Night 2018** – Thursday Nights, May 17 through September 13, 2018
- B. Event Application: **Playground for Everybody (Fundraiser)** – Saturday, May 19, 2018
- C. Event Application: **Car Gathering, Wednesday Night Car Guys** – Wednesday, June 6, 2018
- D. Event Application: **Power House Car Show 2018** – Wednesday, August 15, 2018  
(*Rain date August 16, 2018*)
- E. Council Role in Events – Schwarzbauer
- F. Fuel Purchases – Benson
- G. Fire Department Resignations
- H. Current Arena Future Use Committee – Schwarzbauer
- I. Planning & Zoning Request

## **7. LABOR AND NEGOTIATIONS ISSUES – Closed Meeting**

- A. Contract Negotiations
- B. Attorney Client Privilege

## **6. NEW BUSINESS (continued)**

- J. Police Records Coordinator Contract
- K. LELS Local 21 Contract
- L. Posting Open Position

## **MEMBER CONCERNS**

## **BILLS FOR APPROVAL**

General: \$197,698.79

Liquor: \$38,808.35

Total: \$236,507.14

## **ADJOURNMENT**

Minutes of the regular Proctor City Council meeting held on February 20, 2018 in the Community Center Council Chambers.

Mayor Larson called the meeting to order at 6:00 p.m.

**MEMBERS PRESENT:** Councilors Jake Benson, Troy DeWall, Jim Schwarzbauer, Deputy Mayor Gary Nowak and Mayor Phil Larson.

**MEMBERS ABSENT:**

**OTHERS PRESENT:** City Attorney John Bray, Administrator Mark Casey, Assistant Administrator Jennifer Crown, Chief Gaidis, Confidential Administrative Assistant Robin Hansen, Fire Chief Kerry Helquist, Midway Township Supervisor Jim Aird, Russell Habermann, Kathy Hannan and Travis White.

**APPROVAL OF THE MINUTES:**

Motion by DeWall, seconded by Schwarzbauer and carried (4-1, Nowak abstained): To approve the February 5, 2018 City Council Meeting Minutes.

Councilor Benson read the January 16, 2018 Meeting Minutes at the February 5, 2018 City Council Meeting and discussed the items which he did not agree. Councilor Benson wanted a correction made on the Proctor Journal bills to reflect the correct amount of \$1748.29 in the January 16, 2018 Meeting Minutes.

Schwarzbauer wanted it noted in the February 5, 2018 Meeting Minutes that he attended the Chamber Meeting with information on the historical society. He also wanted it noted that when the council is closing the meeting for Labor Negotiations we need to state what labor group we are closing for.

**APPROVAL OF THE AGENDA:**

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the agenda for February 20, 2018.

**COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT:**

None.

**\*APPROVAL OF THE CONSENT AGENDA** (one Council motion can accept all items listed under this agenda, plus Council can pull any individual items out of this consent agenda and discuss/act on item separately – thus leaving others to be approved via consent agenda action) – bold print denotes need for Council action.

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve the Consent Agenda.

## **1. COMMUNICATIONS**

- A. Invitation to Legislative Action Day Wednesday, March 14, 2018 in St. Paul**
- B. Proctor Lion's Club 2018 Hoghead Festival, August 18, 2018**
- C. Pheasants Forever St. Louis/Carlton County Fundraising Banquet**

## **2. PLANNING AND ZONING DEPARTMENT MATTER**

- A. Public Hearing on Monday, February 26, 2018**

## **3. CLERK ADVISES COUNCIL**

- A. Government Fund payroll period ended 02/04/18; Liquor Fund payroll ended 02/04/18 (attached).**

## **4. COMMITTEE REPORTS**

- A. PEDA Meeting Minutes of February 13, 2018**
- B. Public Safety Meeting Minutes of February 15, 2018**

## **\*5. UNFINISHED BUSINESS**

- \*A. SRO**

## **6. NEW BUSINESS**

- A. Event Application – South St. Louis County Fair Application, July 11-15, 2018**  
Motion by DeWall, seconded by Benson and carried (5-0): To approve the South St. Louis County Fair Application.
- B. Event Application - 2018 Memorial Day Observance Application, May 28, 2018**  
Motion by Schwarzbauer, seconded by DeWall and carried (4-0-Benson abstained as he submitted the application): To approve the 2018 Memorial Day Observance Application.
- C. Event Application - Winter Frolic, Saturday, March 3, 2018**  
Motion by DeWall, seconded by Schwarzbauer and carried (5-0): To approve the Winter Frolic Application contingent on the Lions Club and Chamber providing the necessary insurance and naming the City as additional insured.

**D. Local Board of Appeals**

Motion by Benson, seconded by Nowak and carried (5-0): To approve the date, April 17, 2018 at 10 a.m., and council will convene as the Local Board of Appeals.

**E. Resolution No 06-18: Support for Upgrades to Spirit Mountain Facilities**

Councilmen Schwarzbauer, Dewall, Benson, Nowak and Mayor Larson all voted nay.

Motion by Mayor Larson, seconded by Nowak: To open discussion of Resolution No 06-18. The Resolution failed due to lack of support. The City Council did not feel the overall plan was in the best interest for Proctor and would like to see further plans brought forth.

**F. Resolution No: 07-18: Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License**

Motion by Benson, seconded by Dewall and carried (5-0): To approve *Resolution No: 07-18: Resolution of Non-Objection To Issuance of State of Minnesota Charitable Gambling License* for Ducks Unlimited – St. Louis Bay.

**G. Resolution No: 08-18: Grant Agreement to State Transportation Fund (Local Road Improvement Program) Grant Terms and Conditions**

No action taken on this item. MN DOT still in meetings regarding the Terms of the Agreement and the County still needs to pass a resolution.

**H. Fire Department Request to Hire**

Fire Chief Helquist stated Matthew Nylund meets all of the requirements; Fire Fighter I & II, EMS trained and his background check is good.

Motion by Dewall, seconded by Mayor Larson and carried (5-0): To approve the hiring of Matthew Nylund to the Proctor Fire Department.

**I. Open Board Positions**

Motion by Mayor Larson, seconded by Benson and carried (5-0): To approve the advertising and acceptance of applications from interested citizens to serve on various boards or committees within Liquor Control Committee, Beautification and Trees Committee, Parks and Recreation Committee and Economic Development Authority.

Motion by Nowak, seconded by DeWall and carried (5-0): To move to close session per MN SS 13D.03, Subd.2 at 6:48 p.m. for discussion on negotiation with LELS and client/attorney privileged information.

**7. LABOR AND NEGOTIATIONS ISSUES – Closed Meeting**

**A. Strategy Discussion on Labor Contracts**

**B. Client Privileged Information**

Motion by DeWall, seconded by Nowak and carried (5-0): To move to reopen the regular meeting to the general public at 8:12 p.m.

## **6. NEW BUSINESS (continued)**

### **J. Posting Open Position**

No action taken.

### **K. LELS Local 405**

Motion by DeWall, seconded by Nowak and carried (5-0): To ratify the contract for Police Sergeant.

### **L. MOU / Police**

Motion by Benson, seconded by DeWall and carried (5-0): To ratify the Memorandum of Understanding between LELS Local 21 and the City of Proctor.

### **M. Letter of Understanding Between City of Proctor and LELS Local 21**

Motion by Mayor Larson, seconded by DeWall and carried (5-0): To establish hours of work and holiday pay.

### **N. Preliminary Allegations Against An Employee**

Motion by Dewall, seconded by Nowak and carried (5-0): To accept Attorney Bray's request to amend the agenda to add 7 C. *Preliminary Allegations Against An Employee* to the agenda.

Motion by Mayor Larson, seconded by Schwarzbauer and carried (5-0): To hire an investigator in regard to *Preliminary Allegations Against An Employee*.

### **O. Replacement for Mayor Larson on Personnel Committee in His Absence**

Motion by Schwarzbauer, seconded by Nowak and carried (5-0): To approve Councilor DeWall to replace Mayor Larson on Personnel Committee in his absence.

### **P. Appoint Civil Service Committee Member to Personnel Committee**

Motion by Schwarzbauer, seconded by DeWall and carried (4-0 - Benson abstained): To appoint Diane Giuliani to the Personnel Committee.

### **Q. Rotating Schedule for Complainant and Subject**

Motion by Schwarzbauer, seconded by DeWall and carried (5-0): To approve a Rotating Schedule, 3 on 3 telecommute for opposite schedules for complainant and subject.

## **MEMBERS CONCERNS:**

Schwarzbauer:

1. Hoghead, Lions letter. Concerns on volunteerism for Hoghead and community events.
2. Discussion on Fireworks

Councilor Schwarzbauer distributed a document titled, "What is Ethical Leadership?" and discussed other events in city and life. Country is in need of ethical leaders, and we are all leaders.

## **BILLS FOR APPROVAL**

General: \$144,024.72

Liquor: \$25,988.84

Total: \$170,013.56

Motion by Dewall, seconded by Schwarzbauer and carried (5-0): To approve the bills in the amount of \$170,013.56.

## **ADJOURNMENT**

Motion by Mayor Larson, seconded by DeWall and carried (5-0): To adjourn the City Council meeting at 8:35 p.m.



2626 Courtland Street  
Duluth, MN 55806-1894  
phone 218.722.3336  
fax 218.727.7471  
www.wlssd.com

1A

## Western Lake Superior Sanitary District

February 14, 2018

City of Proctor  
Mark Casey, Administrator  
100 Pionk Drive-City Hall  
Proctor, MN 55810

Subject: 2017 Wastewater Treatment Year-End Adjustments

Dear Mr. Casey:

At the close of each year, we notify our wastewater treatment users of the year-end adjustment based on the actual flow and load data, and treatment costs.

For 2017, the WLSSD Board has approved total wastewater charges of \$26,493,958 as shown in the attached comparison of billed (budget) to required charges (actual) for 2017. Each wastewater user will receive additional charges or credits based upon their actual flows and loads as compared to budget. This amount will be spread evenly over the 12-month period in 2018.

Attached is a table summarizing the 2017 billing as compared to the 2017 required actual. For Proctor the total year-end adjustment for 2017 is a charge of \$44,919 and will be included as a \$3,743/month credit on your 2018 monthly billing. This is due to significantly higher than budgeted biochemical oxygen demand (BOD) and total suspended solids (TSS).

Please contact me at 740-4805 if you have any questions.

Sincerely,

  
Marianne Bohren  
Executive Director

Attachment



## 2017 Year End Adjustment

	BILLED 2017	REQUIRED 2017	YEAR-END ADJUSTMENT
DULUTH	8,804,466	8,854,933	\$50,466
CLOQUET	941,035	895,053	(\$45,981)
PROCTOR	292,022	336,940	\$44,919
HERMANTOWN	437,208	430,969	(\$6,239)
ESKO	126,971	132,220	\$5,249
SCANLON	98,982	119,566	\$20,583
CARLTON	102,601	111,426	\$8,825
RICE LAKE	47,640	48,247	\$607
TWIN LAKE	74,146	68,964	(\$5,183)
PIKE LAKE	65,373	60,621	(\$4,752)
KNIFE RIVER	\$16,986	15,712	(\$1,273)
OLIVER	16,395	16,422	\$27
THOMSON	8,303	8,516	\$213
WRENSHALL	18,259	23,671	\$5,412
JAY COOKE	3,466	4,176	\$711
MIDWAY	5,482	4,451	(\$1,032)
MPCA LANDFILL	21,946	13,964	(\$7,982)
DULUTH/NORTH SHORE	42,174	43,767	\$1,594
MUNICIPALITIES SUBTOTAL	11,123,454	11,189,618	\$66,164
SAPPI	10,277,131	10,211,714	(\$65,417)
GEORGIA PACIFIC	75,212	75,212	\$0
USG	489,013	482,540	(\$6,473)
VERSO	4,080,256	4,102,422	\$12,166
SPECIALTY MINERALS	438,892	432,453	(\$6,439)
INDUSTRIES SUBTOTAL	15,370,504	\$15,304,340	(\$66,164)
TOTAL DISTRICT	\$26,493,958	\$26,493,958	\$0

## Western Lake Superior Sanitary District Billing Detail 2017 Year End Adjustment

Line No.	Class of Service	Budget Basis	Operating Expenses, based on Actual Flows and Loads				Debt Svc - based on Allocated Flows and Loads					TOTAL		
			Flow	Excess FI	BOD	TSS	TOTAL	FLOW	PEAK FLOW	TOTAL FLOW	BOD		TSS	TOTAL
Municipalities: Duluth-														
1	Duluth	Budget	\$2,853,485	\$613,571	\$729,451	\$1,618,018	\$5,814,508	\$1,183,289	\$941,711	\$2,135,001	\$451,407	\$654,019	\$3,240,427	\$8,054,953
2	Cloquet	Budget	\$220,059	\$32,055	\$87,814	\$284,073	\$824,001	\$91,636	\$67,215	\$158,851	\$43,726	\$68,475	\$271,052	\$686,053
3	Proctor	Budget	\$85,611	\$14,682	\$38,763	\$98,345	\$237,410	\$40,034	\$27,865	\$67,719	\$13,559	\$18,253	\$99,550	\$336,940
4	Harmartown	Budget	\$125,851	\$17,627	\$65,847	\$113,800	\$322,925	\$37,104	\$21,608	\$58,712	\$20,618	\$28,714	\$108,044	\$430,989
5	Esko	Budget	\$40,801	\$7,842	\$14,209	\$32,087	\$84,839	\$13,632	\$9,107	\$22,739	\$6,122	\$8,420	\$37,251	\$132,220
6	Scanlon	DE	\$37,218	\$8,499	\$18,131	\$34,119	\$95,955	\$8,780	\$5,455	\$15,235	\$4,013	\$4,364	\$23,611	\$119,566
7	Carlton	Budget	\$33,028	\$2,017	\$7,389	\$17,113	\$68,938	\$19,857	\$14,678	\$34,533	\$3,303	\$4,653	\$42,488	\$111,426
8	Rice Lake	DE	\$12,256	\$2,074	\$5,968	\$11,230	\$31,528	\$6,218	\$4,460	\$10,678	\$2,685	\$3,376	\$16,718	\$44,247
9	Twin Lake	Budget	\$13,483	\$1,593	\$12,106	\$22,761	\$49,884	\$5,684	\$3,985	\$10,669	\$4,436	\$4,895	\$19,000	\$68,984
10	Pike Lake	DE	\$17,770	\$1,739	\$8,639	\$16,257	\$44,405	\$6,303	\$4,245	\$10,548	\$2,622	\$3,046	\$16,216	\$60,821
11	Knife River	DE	\$3,984	\$1,267	\$1,832	\$3,636	\$10,820	\$1,305	\$1,983	\$3,288	\$702	\$903	\$4,863	\$15,712
12	Other	DE	\$2,002	\$4,039	\$1,989	\$3,743	\$10,864	\$1,672	\$1,281	\$2,633	\$1,148	\$1,478	\$5,558	\$16,422
13	Thomson	DE	\$2,087	\$689	\$968	\$1,818	\$5,480	\$1,120	\$829	\$1,949	\$520	\$657	\$3,056	\$8,616
14	Whenshell	DE	\$6,742	\$1,502	\$3,287	\$6,203	\$17,743	\$2,169	\$1,477	\$3,646	\$1,089	\$1,192	\$5,928	\$23,671
15	Jay Cooke	DE	\$665	\$365	\$224	\$536	\$1,739	\$582	\$458	\$1,040	\$618	\$781	\$2,437	\$4,176
16	Midway	DE	\$824	\$27	\$398	\$536	\$1,983	\$1,342	\$772	\$2,114	\$435	\$435	\$2,968	\$4,451
17	MPCA Landfill	DE	\$1,715	\$851	\$853	\$1,804	\$5,023	\$3,508	\$2,081	\$5,591	\$2,222	\$1,129	\$8,941	\$13,984
18	Unused	DE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
19	North Shore	DE	\$10,522	\$3,775	\$5,115	\$9,626	\$29,038	\$4,917	\$4,714	\$9,631	\$2,243	\$2,855	\$14,729	\$43,767
21	Totals-Municipalities		\$3,278,796	\$718,568	\$1,002,953	\$2,265,525	\$7,286,840	\$1,439,154	\$1,114,721	\$2,553,875	\$561,329	\$807,574	\$3,822,778	\$11,189,618
Industrials-														
22	Georgia Pacific		\$0	\$0	\$0	\$0	\$0	\$11,945	\$5,528	\$17,473	\$45,520	\$12,218	\$75,212	\$75,212
23	Sappi		\$3,160,843	\$56,361	\$2,435,653	\$1,463,040	\$7,115,897	\$982,975	\$407,777	\$1,400,752	\$1,201,477	\$483,587	\$3,086,916	\$10,211,714
24	VERSO		\$808,208	\$37,983	\$1,207,624	\$646,009	\$2,800,824	\$327,021	\$129,104	\$456,124	\$712,469	\$133,004	\$1,301,598	\$4,102,422
25	USG		\$89,454	\$5,951	\$80,084	\$72,623	\$248,112	\$36,749	\$22,846	\$59,595	\$83,994	\$90,639	\$234,428	\$482,540
27	Specialty Minerals		\$49,413	\$2,037	\$398	\$280,436	\$312,284	\$21,904	\$9,353	\$31,257	\$300	\$88,611	\$120,189	\$432,453
28	Totals-Industrials		\$4,208,918	\$102,333	\$3,723,759	\$2,442,108	\$10,477,118	\$1,390,593	\$574,808	\$1,965,202	\$2,043,761	\$818,280	\$4,827,222	\$15,304,340
30	Totals-All Users		\$7,488,714	\$820,899	\$4,726,712	\$4,707,633	\$17,743,958	\$2,828,747	\$1,689,329	\$4,518,076	\$2,805,080	\$1,625,834	\$8,750,000	\$28,483,958

**Table 5**  
**USERS WASTEWATER FLOW AND STRENGTH CHARACTERISTICS**  
**Flow and Strength Characteristics**  
**Western Lake Superior Sanitary District**  
**2017 Year End Adjustment**

Line No.	Class of Service	Billing Basis	Notes	Base Flow		Peak Flow		BOD		TSS	
				Actual (Mgd)	Allocated (Mgd)	Actual (Mgd)	Allocated (Mgd)	Actual (Lbs./Day)	Allocated (Lbs./Day)	Actual (Lbs./Day)	Allocated (Lbs./Day)
Municipalities:											
1	Duluth	Budget		13.616	17.325	100.683	100.683	12,834	18,500	15,128	23,000
2	Cloquet	Budget		1.129	1.470	5.678	5.678	1,545	2,010	2,656	3,450
3	Proctor	Budget		0.491	0.604	2.575	2.575	682	682	826	826
4	Hermantown	Budget		0.646	0.760	3.147	3.147	1,155	1,600	1,064	1,600
5	Esko	Budget		0.209	0.240	1.322	1.322	250	320	300	420
6	Scanlon	DE		0.191	0.191	1.112	1.112	319	319	319	319
7	Carlton	Budget		0.170	0.270	1.789	1.789	130	167	160	205
8	Rice Lake	DE		0.063	0.080	0.357	0.357	105	125	105	125
9	Twin Lake	Budget		0.069	0.090	0.295	0.295	213	280	213	280
10	Pike Lake	DE		0.091	0.110	0.338	0.338	152	185	152	185
11	Knife River	DE		0.021	0.027	0.199	0.199	34	46	34	46
12	Oliver	DE		0.021	0.024	0.169	0.169	35	41	35	41
13	Thomson	DE		0.010	0.015	0.105	0.105	17	24	17	24
14	Wrenshall	DE		0.035	0.042	0.248	0.248	56	69	58	69
15	Jay Cooke	DE		0.003	0.005	0.053	0.053	5	8	5	8
16	Midway	DE		0.003	0.004	0.007	0.007	7	8	5	8
17	MPCA Landfill	DE		0.009	0.042	0.130	0.130	15	70	15	70
18	Unused	DE		0.000	0.000	0.000	0.000	0	0	0	0
19	North Shore	DE		0.054	0.075	0.580	0.590	90	125	90	125
20	Totals-Municipalities			16.833	21.374	118.796	118.796	17,846	24,569	21,182	30,901
Industrials:											
21	Unused	Budget		0.000	0.000	0.000	0.000	0	0	0	0
22	SAPI	Budget		16.222	16.250	24.220	24.220	42,853	56,000	13,679	25,000
23	Verso Duluth Mill	Budget		4.666	5.500	10.056	10.056	21,247	28,758	6,040	6,040
24	USG	Budget		0.459	0.580	1.304	1.304	1,409	2,000	679	2,800
25	Specialty	Budget		0.254	0.254	0.543	0.543	7	8	2,435	2,435
26	Totals-Industrials			21.601	22.584	36.122	36.122	65,516	86,766	22,833	36,275
27	Totals-All Users			38.434	43.958	154.918	154.918	83,162	111,335	44,015	67,076

BOD, and TSS strengths are computed using the District's standard domestic equivalent strengths. Formula: Flow x Strength(Mgd) x 8.34.  
 Standard domestic equivalent strengths for the District are: BOD-200 Mgd, SS-200 Mgd.

**2017 Year End Adjustment  
Wastewater Unit Costs**

	BUDGET 2017	REQUIRED 2017	% CHANGE
<b><u>VOLUME</u></b>			
FLOW (MGD)	36.42	38.43	5.53%
BOD (LBS/DAY)	85,525	83,162	-2.76%
SUSPENDED SOLIDS (LBS/DAY)	41,966	44,015	4.88%
<b><u>O &amp; M UNIT COSTS</u></b>			
FLOW (COST/1000 GAL)	\$0.5447	\$0.5338	-2.00%
PEAK FLOW	\$0.0418	\$0.0193	-53.76%
BOD (COST/LB)	\$0.1483	\$0.1557	4.98%
SUSPENDED SOLIDS (COST/LB)	\$0.2979	\$0.2930	-1.63%
<b><u>O &amp; M + DEBT SERVICE UNIT COSTS</u></b>			
FLOW (COST/1000 GAL)	\$0.7245	\$0.7136	-1.50%
PEAK FLOW	\$0.0947	\$0.0703	-25.72%
BOD (COST/LB)	\$0.2144	\$0.2218	3.45%
SUSPENDED SOLIDS (COST/LB)	\$0.3814	\$0.3763	-1.36%
DOMESTIC EQUIV (COST/1000GAL)	\$1.8131	\$1.7815	-1.74%

March 2, 2018

John Engelking  
131 9<sup>th</sup> Ave  
Proctor, MN 55810

RE: Variance approval

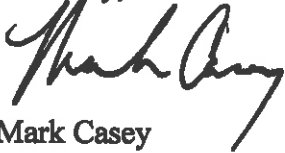
Dear Mr. Engelking:

You recently applied for a variance from the City Code 1002.13 Subd. 6, bii,: Restriction on Residential Sign Requirements. The variance request was from 20 square feet in size to 45 square feet in size.

The Proctor Planning and Zoning Board at their regular meeting of February 26, 2017, approved the following: To allow a variance of 25 square feet for face area of the constructed sign at the entrance to arena on Kirkus Street.

If you have any additional questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Casey", written over a horizontal line.

Mark Casey  
City Administrator

PR 18-04

2/5/18 - 2/18/18

3A

## CITY OF PROCTOR

02/22/18 9:13 AM

Page 1

## Payroll Summary - General Funds

Comments: Labor Distribution

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
General Fund	General Government	Council	Full-Time Employee Regular	\$1,600.00
	Mayor	Executive - Mayor	Full-Time Employee Regular	\$600.00
	Tourism	Tourism Expenditures	Full-Time Employee Regular	\$1,853.15
	City Administrator	Municipal Operations	Full-Time Employee Regular	\$3,461.54
	City Administrator	Government Building	Part-Time Employee	\$729.90
	City Clerk	Administrative	Full-Time Employee Regular	\$2,660.00
	City Clerk	Administrative	Full-Time Employee Regular	\$136.00
	City Clerk	Administrative	Full-Time Employee Overtime	\$267.75
	Financial Administration	Accounting	Full-Time Employee Regular	\$2,230.40
	Police	Operations (Police)	Full-Time Employee Regular	\$1,489.46
	Police	Operations (Police)	Full-Time Employee Regular	\$43.65
	Police	Operations (Police)	Full-Time Employee Regular	\$15,179.77
	Police	Operations (Police)	Full-Time Employee Overtime	\$1,423.22
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$1,566.51
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$164.82
	Police	Admin Secretary (Police)	Full-Time Employee Regular	\$155.12
	Police	Admin Secretary (Police)	Part-Time Employee	\$581.12
	Police	Police Liaison - ISD #704	Full-Time Employee Overtime	\$164.93
	Police	Police Grant Labor	Full-Time Employee Overtime	\$50.60
	Fire	Operations (Fire)	Part-Time Employee	\$103.50
	Building Inspection	Operations (Bldg Inspection)	Part-Time Employee	\$192.31
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$1,182.24
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$492.60
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$1,271.67
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$2,449.14
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$98.52
	Streets & Roadways	Street Department	Full-Time Employee Regular	\$246.30
	Streets & Roadways	Sanding	Full-Time Employee Regular	\$49.26
	Streets & Roadways	Snow Removal	Full-Time Employee Regular	\$1,263.03
	Streets & Roadways	Snow Removal	Full-Time Employee Overtime	\$260.55
	Park	City Parks	Full-Time Employee Regular	\$773.46
FUND 100 General Fund				\$42,740.52
Sewer Fund	Public Works	Storm Drainage	Full-Time Employee Regular	\$28.95
	Public Works	Sewer	Full-Time Employee Regular	\$260.55
	Public Works	Pump Station	Full-Time Employee Regular	\$111.48
FUND 500 Sewer Fund				\$400.98
				\$43,141.50

**CITY OF PROCTOR**  
**Payroll Summary - Liquor Fund**  
Comments: Labor Distribution

02/22/18 9:13 AM

Page 1

FUND Descr	DEPT Descr	ACTIVITY Descr	OBJECT Descr	Amount
Liquor Fund	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$174.80
	Mountain Spirits Liquor	Manager - Off Sale	Full-Time Employee Regular	\$1,573.20
	Mountain Spirits Liquor	Clerks - Off Sale	Part-Time Employee	\$2,024.35
FUND 600 Liquor Fund				\$3,772.35
				\$3,772.35

**CITY OF PROCTOR**  
**Council Packet - Gen/Liq**  
 Pay Group Description: City -BI-wk  
 Pay Period: 4

02/22/18 9:11 AM

Page 1

Location Description	Hours	Shift Multiplier	Amount	Pay Group Description
Location Description CITY HALL				
Shift Multiplier 1.5				
CITY HALL	10.50	1.5	\$267.75	City -BI-wk
CITY HALL	5.75	1.5	\$180.35	City -BI-wk
Shift Multiplier 1.5	16.25		\$448.10	
Location Description POLICE				
Shift Multiplier 1.5				
POLICE	5.50	1.5	\$187.19	City -BI-wk
POLICE	1.50	1.5	\$50.60	City -BI-wk
POLICE	12.00	1.5	\$523.80	City -BI-wk
POLICE	5.00	1.5	\$164.93	City -BI-wk
POLICE	2.00	1.5	\$101.13	City -BI-wk
POLICE	14.00	1.5	\$611.10	City -BI-wk
Shift Multiplier 1.5	40.00		\$1,638.75	
Location Description Street Department				
Shift Multiplier 2				
Street Department	4.50	2	\$260.55	City -BI-wk
Shift Multiplier 2	4.50		\$260.55	
Pay Group Description City -BI-wk	60.75		\$2,347.40	
	60.75		\$2,347.40	

*TZD grant*  
*Night to Shine Dance @ school*



Minutes of the Planning and Zoning Meeting of February 26, 2018 held in the Council Chambers at the Proctor Community Center.

Chairman Aldridge called the meeting to order at 5:01 p.m.

**MEMBERS PRESENT:** Chair Aldridge, Vice Chair Harnell, Commissioner Boysen, and Commissioner Tuomi.

**OTHERS PRESENT:** City Attorney Bray, Robin Hansen, Linnea Wiita, Proctor Public Schools Superintendent John Engelking and Director of Finance Steve Anderson.

**MEMBERS ABSENT:** Commissioner Lambert

**APPROVAL OF MINUTES:**

Motion by Harnell, seconded by Tuomi and carried 4-0: To approve the Planning and Zoning January 22, 2018 Meeting Minutes.

**APPROVAL OF AGENDA:**

Motion by Boysen, seconded by Harnell and carried 4-0: To approve the February 26, 2018 Planning and Zoning Meeting Agenda.

**1. PUBLIC HEARING**

**A. Variance Request of Public Hearing**

An application from ISD 704 for a variance from the City Code 1002.13 Subd. 6, bii; (A) Restrictions on Residential Sign Requirements which states that the Institutional Signs where required shall not exceed 20 square feet or be located less than 5 feet from the property line. These variances are being requested to erect a sign upon the property.

ISD is requesting a variance of 45 square feet from the allowed 20 square feet sign size.

**Legal Description:**

Sec. 15 Twp 49 Range 15; NE1/4 OF NW1/4 EX RT OF W OF MN POWER & LIGHT CO 22/100 AC & EX RY RT OF W 3 08/100 ACRES & EX COMM AT NE COR NE1/4 OF NW1/4 THENCE S00DEG27'23"E ALONG E LINE 24.07 FT THENCE N73DEG25'53"W 81.44 FT TO N LINE OF NE1/4 OF NW1/4 THENCE N89DEG22'50"E ALONG N LINE 77.81 FT TO PT OF BEG

**Common Property Description:**

704 Kirkus Street

The Public Hearing began at 5:04 p.m. with Proctor Public Schools Superintendent John Engelking asking the Planning & Zoning Commission to

grant a variance of 45 square feet to place a two-sided, readable, reflective sign at the Arena.

Chair Aldridge stated there is a 6-second ordinance with regard to how often the electronic message may change on the sign, and this is to ensure the sign would not become a flashing sign. Commissioner Harnell explained the Department of Transportation sets the requirements. Engelking and Anderson assured the commission that ISD #704 would comply with this ordinance.

The Planning & Zoning Agenda packet was missing the Notice of the Public Hearing which stated the legal description of the property where the school would like to place the sign. Steve Anderson had a copy of it.

At 5:15 p.m. Chair Aldridge closed the Public Hearing and moved to item \*6. *Unfinished Business 6 A. Signage*. Also at this time he invited Superintendent Engelking and Steve Anderson to join the discussion regarding banners.

## **2. COMMUNICATIONS**

None.

## **3. BUILDING PERMITS (C-1 and above)**

None.

## **4. COMMENTS AND SUGGESTIONS FROM CITIZENS PRESENT**

None.

## **5. COMMITTEE REPORTS**

None.

## **\*6. UNFINISHED BUSINESS**

### **A. Signage**

Chair Aldridge expressed that banners cannot be used in recreational or residential zoned areas to promote products or businesses, and that we need to be specific as to what is allowed and not allowed, and direction of school to not allow foreign venues.

The Planning and Zoning Commission would like to ask the City Council to give them specific language on banners and signs allowed in the city, and at sporting venues such as football field, arena (R3 zone), baseball fields and the racetrack.

Superintendent Engelking expressed that ISD #704 would like to be a part of the discussions, and also that they promote local businesses to be part of sponsoring local banners. Steve Anderson stated sometimes items like a scoreboard is sponsored. The school and racetrack are most impacted and please keep in mind that the racetrack is financially an important part of what we do.

### **B. Zoning Classifications – Ordinance Wording to be Developed**

Attorney Bray asked the commissioners to give him their comments on what they

would like with regard to downtown Proctor and C-1 District.

**C. Mixed Use Wording – John Bray**

Chair Aldridge asked if the City needed mixed use regulation when there is so little C-1.

Upon discussion the commission stated rather than create a new zone the proposed wording should be, "Single family homes are allowed within the C-1 zoning district. Housing within the zone would be governed by R-1-A zoning rules."

**7. NEW BUSINESS**

**A. Commercial Permit 930 Hwy 2**

Commissioner Boysen stated this property is mostly vehicle storage and blends in with what is already there. He also shared that Jim Rich has approved the plans.

Motion by Harnell, seconded by Boysen and carried (4-0): To approve Hartel/DBJ Disposal application for a commercial building permit.

**B. Variance Request – Sign**

Motion by Boysen, seconded by Harnell and carried (4-0): To give ISD #704 variance of 25 square feet in addition to the allowed 20 square feet to equal the maximum 45 square feet for the installation of the on premise sign.

**8. BUILDING INSPECTOR REPORT**

**A. Year to Date Building/Plumbing Permits Listing**

**MEMBER CONCERNS:**

1. Tuomi asked if the City Administrator, Mark Casey had received a response in regard to the property at 213 5<sup>th</sup> Street.
2. Boysen stated the ISD #704 New Ice Arena building permit fee was waived, and asked Robin to check to see if they had paid the state surcharge amount of \$3,183.00; as the City needs to be reimbursed this amount.

Boysen also inquired as to the property at 627 4<sup>th</sup> Street. Tuomi responded it is an attached deck, but it sits on blocks and not posts. No building permit taken. Building code specifies three feet between the deck and garage. Per State Fire Code separation is by city code.

3. Chair Aldridge inquired about the property located at 818 5<sup>th</sup> Street. Linnea responded that this item was being submitted to collections, along with other tickets from the police department.

**ADJOURNMENT**

Motion by Boysen, seconded by Harnell and carried (4-0): To adjourn the meeting at 5:48 p.m.

6A

# City of Proctor Special Event Application

Event Title: Bike Night 2018

Purpose of Event: Gathering of motorcycles Every Thursday MAY 17th thru Sept 13th 2018

Description of Event: Every Thursday Starting At 6 AM Ending AT DARK 9 PM Gathering of Motorcycles Out Doors Games Beer Dogs Lotteries Raffle DJ & Prizes Bike Games

Event Category (Please check)

☐ Athletic/Recreation    ☐ Festival    ☐ Parade/March    ☐ Block Party  
☐ Concert/Performance    ☐ Carnival    ☐ Grand Opening    ☐ Fundraiser  
☐ Street Dance (See City code 910.04)    ☒ Other: Bike Night

Event Schedule (use additional sheets if needed)

	Date	Day	Starting Time	Ending Time	Anticipated Attendance
Setup	5:45 PM				
Event Day 1	MAY 17th 2018	Thursday	6:00 PM	9:00 PM	50-75
Event Day 2					
Event Day 3					
Event Day 4					
Event Day 5					
Break Down	Sept 13th 2018		6:00 PM	9:00 PM	50-75

Event Location/Address: Power House Road 483 3rd AVE Proctor MN 55816

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above.

[Signature]  
 Signature of Property Owner  
 Or City Administrator (City of Proctor)

2/10/18  
 Date

218-840-1262  
 Phone Number

Organization Name:

PowerHouse Badm

Organization Address:

423 3rd Ave Duluth MN 55816

Organization is: ☐ For Profit ☐ Non Profit

(If Non-Profit, please include a copy of the IRS 501(c) tax exemption letter.)

Person Responsible for Coordination of Event

Name:

Dick Kari

Email address:

DickKari54@gmail.com

Home #:

218 624-3764

Cell #:

218 940 1262

FAX #:

Address:

5433 Ugstad Dr Road

Duluth MN 55810

Secondary Contact

Name:

Corie Kari

Email address:

CorieKari@gmail.com

Home #:

218 624-3764

Cell #:

218 940 1584

FAX #:

Address:

5433 Ugstad Dr Road

Duluth MN 55810

General Event Information

☒ YES

☐ NO

Is this an annual event? If yes, how many years have you been holding this event? 12

☒ YES

☐ NO

Is this event produced in other cities? If yes, please provide reference information.

☒ YES

☐ NO

Is your event part of a larger campaign (i.e. volleyball tour, charity event, holiday) If yes, please explain?

☒ YES

☐ NO Will you require the use of a city park or city property/public right-of-way?

If yes, please name the Park or Property to be used Proctor City Park

151, Behind Power House Bldg 511st between Hwy 2 & 3rd AVE

NOTE: If event is to be held on city property a -EVENT SPONSOR- RELEASE AND INDEMNIFICATION AGREEMENT must be completed.

☒ YES

☐ NO Are you requesting any roads to be closed?

If yes, Refer to City Code: CHAPTER 610A - SPECIAL EVENTS Subd 11 - Use of roadways; traffic regulations.

☒ YES

☐ NO Will your event require electricity? If yes, please describe.

Power House Bldg Will Provide

☐ YES

☐ NO Are you erecting any tents? If yes, please complete the table below.

Tent Size	# of Tents	Tent Location

☐ YES

☒ NO Will your event include amusement rides, inflatable's or children's games? If yes, please describe.

(Please Note: All amusement rides must be approved by the City of Proctor.)

☐ YES

☒ NO Will your event include the use of fireworks or other pyrotechnics? If yes, please describe.

(Please Note: A permit obtained by the City of Proctor Fire/Rescue Department is required)

☐ YES

☒ NO Are you charging a fee for this event? If yes, how will these revenues be used?

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization:

Contact Person:

Phone Number

NA  
NA

## Marketing

**NO**

Is your event listed on the web. If yes, please provide the URL address:

**Please check how you plan on marketing your event.**

## X Outdoor Banners

## Radio Ads

## Mailings

## Newspaper Ads

## Outdoor Signs

**TV Ads**

## \_\_Flyers

(Other) Take best  
transport my life

**Promotional Signs/Banners:**

Promotional Signs/Banners:		Description
Location	Size	
Green Horse Ranch		Information of date & times of event

### Directional Signs:

Directional Signs:		
Location	Size	Description
N/A		

**Entertainment**

**NO**

Will your event have musical entertainment? If yes, please describe the type of music that will be used for your event. Pop

Country & Classic Rock

**NO**

Will your event use amplified sound equipment? If yes, please describe. Provided By Radio Station

describe. Provided By Radio Station

**NO**

Will your event have other entertainment? If yes, please describe the type of entertainment. \_\_\_\_\_

**type of entertainment.**

LINE

**Will your event require the use/construction of a stage? If yes, please describe.**

describes.

**NOTE: Under City Ordinance 610.04, Subd. 2, Hours: No public dance, music festival, or music celebration as described above at subd. 1 shall be permitted to begin before noon, and any music or entertainment presented in connection with such event shall terminate at 12 a.m.**

## Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine if and what type of public safety assistance will be required.

☒ YES

☐ NO

Will you be using a licensed professional security company to provide security services for your event? If yes, please describe the type of services they will perform. \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

☒ YES

☐ NO

Will your event involve the use of traffic safety equipment? If yes, please describe. BARACADES

**NOTE: Under City Ordinance #18.04, Street Dances**

**Subd. 3. Public Safety. The permittee shall provide officers as follows:**

**Two officers for any event with anticipated attendance of 0-300 patrons with one additional officer for each additional 200 patrons.**

**The officers hired by the permittee shall be retained by the permittee under the following priority:**

**(1) Off-duty Proctor officers;**

**(2) Officers from a jurisdiction sharing mutual aid agreements with the City of Proctor; or**

**(3) As approved by the Proctor Chief of Police.**

**Provided, all officers hired under priority 3 shall be licensed, full-time peace officers from a jurisdiction within the State of Minnesota.**

**Any and all selling or dispensing of alcoholic beverages at any event regulated hereunder shall conform to State and City liquor laws and ordinances, to be enforced by the applicable policing unit.**

## Site Plan

Please provide a diagram of your event site plan and/or route and include the following items.

SEE MAP

☒ An outline of the entire event venue including the names of all streets or areas that are part of the venue and surrounding area.

SEE MAP

☒ The location of fencing, barriers and/or barricades.

NA

☐ The location of stages, tents, generators, portable toilets/restrooms, vendor booths and other temporary structures.

NA

☐ A detailed or close-up of the food booth and cooking area including identification of all vendors cooking with flammable gas or barbecue grills.

SEE MAP

☒ The location of parking arrangements made for event attendees, participants and vendors.



- ☐ \* The provision of a twenty foot (20') emergency access lanes throughout the event venue
- ☐ \* Identification of event components/accommodations that have been made for persons with disabilities.

### Vendors

YES

☒ NO

Will items or services other than food/beverage be sold at your event?  
If yes, you will be required to provide a listing of vendors and items/services that will be sold.

**Please Note: (All vendors are required to have a current State of Minnesota Operator Certificate of Compliance – from Department of Revenue (ST19 form) and an original insurance certificate naming the City of Proctor as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00)**

### Food/Beverage

YES

☒ NO

Will your event serve food?  
If yes, where will the food be prepared? On Site Off Site  
Will it be sold or provided free to attendees? \_\_\_\_\_

**Please Note: (An original insurance certificate naming the City as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00 is required. In addition, you will be required to have a Temporary Event Vendor License from the State of Minnesota Health Department)**

YES

☒ NO

Do you intend to cook food in the event area? If yes, please specify method:

Gas Electric Charcoal Other: \_\_\_\_\_

YES

☒ NO

Will your event serve beer and/or wine?

Will it be sold or provided free to attendees?

*yes Sold Inside The PowerHouse Bar Building*

**Please Note: (Alcoholic beverages are not permitted in any City Right-of-way, City Park or facility except where specifically waived by the City Council. To serve alcoholic beverages at an event, a permit or special use license must be obtained from The City of Proctor Liquor Control Committee. In addition, a Certificate of Liquor Liability Insurance in the amount of \$500,000.00 naming the City of Proctor as an additional insured must be secured. The certificate of insurance must include liability coverage for the sale and/or consumption of alcohol during the event).**

**-EVENT SPONSOR-  
RELEASE AND INDEMNIFICATION AGREEMENT**

**City of Proctor Minnesota**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property:

Bike Night - behind Power House Bar and 5th St.  
Between Hwy 2 & 3rd Ave. Including City Parking Lot  
Behind Power House Bar Parking Lot 403 3rd Ave

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Special Events Holder initials here) DK

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES \_\_\_ NO \_\_\_

(Special Events Holder initials here) DK

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) DK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) DK

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) DK

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) DK

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Dick KARL C

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name Dick KARL

Title OWNER

Signature Dick Karl

Date \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806 <b>INSURED</b> CMK, Inc. DBA: Powerhouse Bar 423 3rd. Avenue Proctor MN 55810		<b>CONTACT</b> NAME: Tony Bauer PHONE: (218) 727-8324 FAX: (218) 727-8324 ADDRESS: PRODUCER ID: 00020247 CUSTOMER ID:	
		<b>INSURER &amp; AFFORDING COVERAGE</b> INSURER A: Illinois Casualty Ins Comp. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b>

**COVERAGES** **CERTIFICATE NUMBER: CL1212700791** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADD. INSUR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED \$ 100,000 MED EXP. (Per person) \$ 2,000 PERSONAL & ADV. INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP. AGG. \$ 2,000,000
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		3927318	1/1/2018	1/1/2018	
GENL. AGGREGATE LIMIT APPLIES PER: POLICY PRO- LOC					
<b>AUTOMOBILE LIABILITY</b>					COMBINED-SINGLE-LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					
<b>UMBRELLA LIAB.</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB.</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION</b> \$					EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC11467	1/1/2018	1/1/2018	X [WC STAT.] OTH- EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
<b>A Liquor Liability</b>		LL87872	1/1/2018	1/1/2018	Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bike Night May 17 - Sept 13th Thursday Evenings (Thursday Evenings Only) 5th Street, Between Hwy 2 and 3rd Avenue, Proctor, MN. Also include City Parking Lot, Parcel Code 185-012-00020. Coverage for bike games included. Additional Insured: City of Proctor 100 Plank Drive, Proctor, MN 55810 & St Louis County 4787 Midway Road Duluth, MN 55810

## CERTIFICATE HOLDER

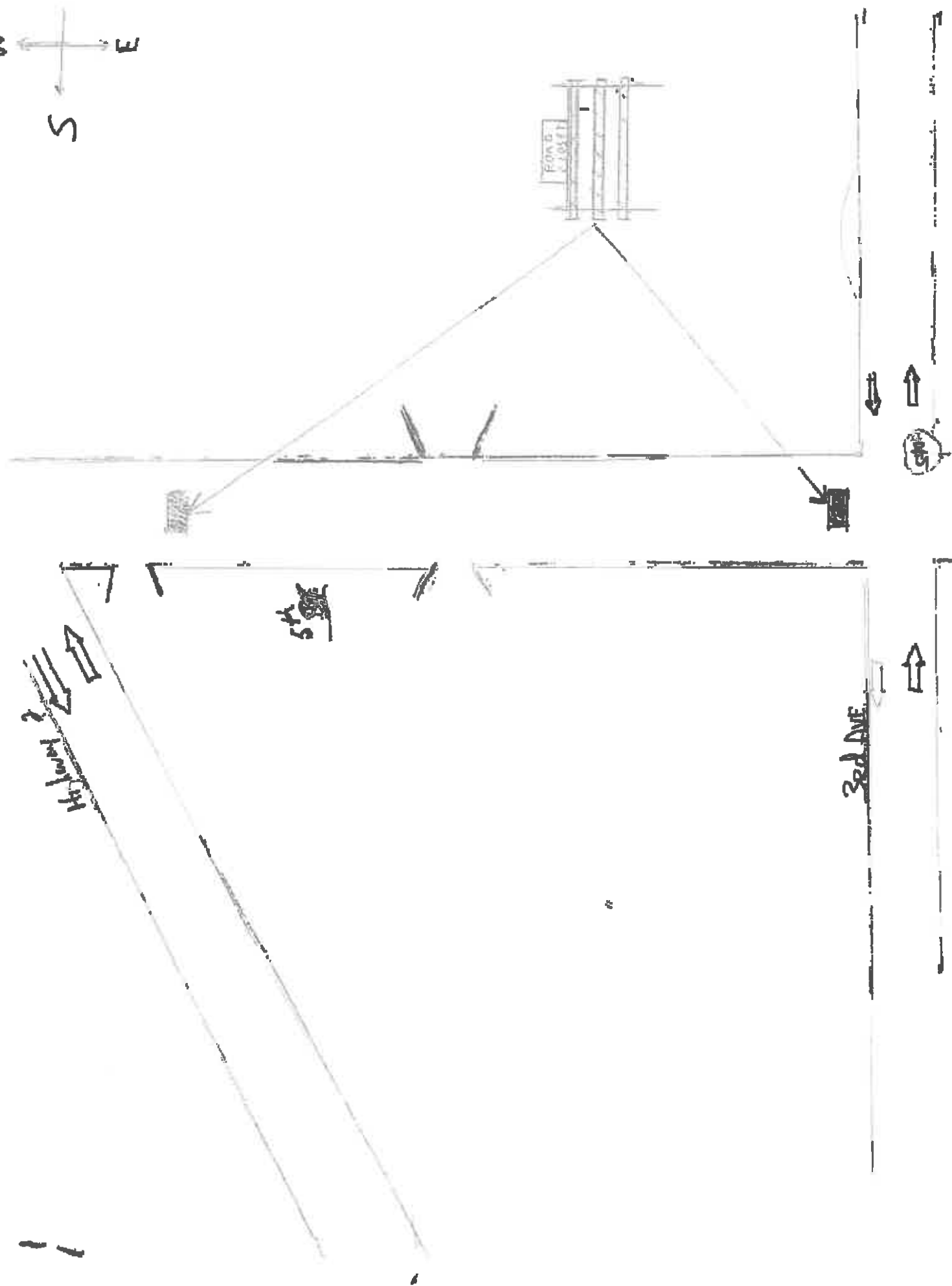
City of Proctor  
100 Plank Drive  
Proctor, MN 55810

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Cameron/VIC



**TO WHOM IT MAY CONCERN**

**POWERHOUSE IS REQUESTING CONSUMPTION OF  
ALCOHOL ON CITY PROPERTY FOR BIKE NIGHTS  
(THURSDAY NIGHTS ONLY) MAY 17 THRU SEPT 13.**

**THANK YOU**

**POWERHOUSE BAR**

6B

## City of Proctor Special Event Application

**Event Title:** Play Ground for Everybody

**Purpose of Event:** RAISE MONEY FOR PLAYGROUND FOR EVERYBODY

**Description of Event:** MAY 19th 10AM -

**Event Category (Please check)**

☐ Athletic/Recreation   
 ☐ Festival   
 ☐ Parade/March   
 ☐ Block Party  
☐ Concert/Performance   
 ☐ Carnival   
 ☐ Grand Opening   
☒ Fundraiser  
☐ Street Dance (See City code 610.04)   
 Other: \_\_\_\_\_

**Event Schedule (use additional sheets if needed)**

	Date	Day	Starting Time	Ending Time	Anticipated Attendance
Setup	May 18/19				
Event Day 1	May 19th	Saturday	10:am	8: PM	200
Event Day 2					
Event Day 3					
Event Day 4					
Event Day 5					
Break Down					

**Event Location/Address:** Pewee House BAR 423 3rd Ave Proctor MA 55810

**Property Owner's Permission**

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above.

Dan Kim  
 Signature of Property Owner  
 Or City Administrator (City of Proctor)

2/10/18  
 Date

218-940-1260  
 Phone Number



X Organization Name: Playground for Every Body  
Organization Address: Jennifer McDonald (Project Coordinator)  
421 St Louis River Rd. Proctor MN. 55810

Organization is: For Profit Non Profit  
(If Non-Profit, please include a copy of the IRS 501(c) tax exemption letter.)

Person Responsible for Coordination of Event

Name: Dick Kae  
Email address: DickKae.54@gmail.com  
Home #: 218 624-3764  
Cell #: 218 940-1262  
FAX #: DickKae.54@gmail.com  
Address: 5433 Ustod 1st Rd  
Duluth MN 55810

Secondary Contact

Name: Jennifer McDonald  
Email address: jennmcd777@gmail.com  
Home #: 218 340 3295  
Cell #: 218 340 3295  
FAX #:   
Address: 421 St Louis River Rd  
Proctor MN 55810

General Event Information

- YES ☒ NO ☐ Is this an annual event? If yes, how many years have you been holding this event? \_\_\_\_\_
- YES ☒ NO ☐ Is this event produced in other cities? If yes, please provide reference information. \_\_\_\_\_
- YES ☒ NO ☐ Is your event part of a larger campaign (i.e. volleyball tour, charity event, holiday) If yes, please explain? \_\_\_\_\_

☒ YES

☐ NO Will you require the use of a city park or city property/public right-of-way?

If yes, please name the Park or Property to be used City Park 101  
behind Penn House Bldg 151st Returns Hwy 2 & 3AVE

NOTE: If event is to be held on city property a -EVENT SPONSOR- RELEASE AND INDEMNIFICATION AGREEMENT must be completed.

☒ YES

☐ NO Are you requesting any roads to be closed?

If yes, Refer to City Code: CHAPTER 810A - SPECIAL EVENTS Subd 11 - Use of roadways; traffic regulations.

☒ YES

☐ NO Will your event require electricity? If yes, please describe. \_\_\_\_\_

Provided By Penn House Bldg

☒ YES

☐ NO Are you erecting any tents? If yes, please complete the table below.

Tent Size	# of Tents	Tent Location
X		

☒ YES

☐ NO Will your event include amusement rides, inflatable's or children's games? If yes, please describe. \_\_\_\_\_

(Please Note: All amusement rides must be approved by the City of Proctor.)

☒ YES

☐ NO Will your event include the use of fireworks or other pyrotechnics? If yes, please describe. \_\_\_\_\_

(Please Note: A permit obtained by the City of Proctor Fire/Rescue Department is required)

☒ YES

☐ NO Are you charging a fee for this event? If yes, how will these revenues be used? \_\_\_\_\_

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization: Play Ground for Everybody

Contact Person: Michelle McDaniel

Phone Number: 28-340-3295

### Marketing

**YES** **NO** Is your event listed on the web. If yes, please provide the URL address: \_\_\_\_\_

Please check how you plan on marketing your event.

☒ Outdoor Banners    
 ☒ Radio Ads    
 \_\_\_\_\_ Mailings    
 Newspaper Ads  
 \_\_\_\_\_ Outdoor Signs    
 \_\_\_\_\_ TV Ads    
 \_\_\_\_\_ Flyers    
 Other Festival Social Media

#### Promotional Signs/Banners:

Location	Size	Description
Power House Bar		Informational

#### Directional Signs:

Location	Size	Description

### Entertainment

☒ **YES** **NO** Will your event have musical entertainment? If yes, please describe the type of music that will be used for your event. Disco

☒ **YES** **NO** Will your event use amplified sound equipment? If yes, please describe. Disco with provide

**YES** ☒ **NO** Will your event have other entertainment? If yes, please describe the type of entertainment. \_\_\_\_\_

**YES** ☒ **NO** Will your event require the use/construction of a stage? If yes, please describe. \_\_\_\_\_

**NOTE:** Under City Ordinance 310.04, Subd. 2, ~~Hours:~~ No public dance, music festival, or music celebration as described above at subd. 1 shall be permitted to begin before noon, and any music or entertainment presented in connection with such events shall terminate at 12 a.m.

## Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine if and what type of public safety assistance will be required.

YES

NO

Will you be using a licensed professional security company to provide security services for your event? If yes, please describe the type of services they will perform. \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

YES

NO

Will your event involve the use of traffic safety equipment? If yes, please describe, BARRICADES closing off 5th St  
Between Hwy 2 + 3rd Ave

**NOTE: Under City Ordinance 610.01, Street Closures**

**Subd. 6. Public Safety. The permittee shall provide officers as follows:**

**Two officers for any event with anticipated attendance of 0-300 patrons with one additional officer for each additional 200 patrons.**

**The officers hired by the permittee shall be retained by the permittee under the following priority:**

**(1) Off-duty Proctor officers;**

**(2) Officers from a jurisdiction sharing mutual aid agreements with the City of Proctor; or**

**(3) As approved by the Proctor Chief of Police.**

**Provided, all officers hired under priority 3 shall be licensed, full-time peace officers from a jurisdiction within the State of Minnesota.**

**Any and all selling or dispensing of alcoholic beverages at any event regulated hereunder shall conform to State and City liquor laws and ordinances, to be enforced by the applicable policing unit.**

## Site Plan

Please provide a diagram of your event site plan and/or route and include the following items.

SEE MAP

An outline of the entire event venue including the names of all streets or areas that are part of the venue and surrounding area.

SEE MAP

The location of fencing, barriers and/or barricades.

SEE MAP

The location of stages, tents, generators, portable toilets/restrooms, vendor booths and other temporary structures.

□ \* A detailed or close-up of the food booth and cooking area including identification of all vendors cooking with flammable gas or barbecue grills.

□ \* The location of parking arrangements made for event attendees, participants and vendors.

- ☐ \* The provision of a twenty foot (20') emergency access lanes throughout the event venue
- ☐ \* Identification of event components/accommodations that have been made for persons with disabilities.

### Vendors

YES

NO

Will items or services other than food/beverage be sold at your event?  
If yes, you will be required to provide a listing of vendors and items/services that will be sold.

**Please Note: (All vendors are required to have a current State of Minnesota Operator Certificate of Compliance – from Department of Revenue (ST19 form) and an original insurance certificate naming the City of Proctor as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00)**

### Food/Beverage

YES

NO

Will your event serve food?

If yes, where will the food be prepared? Inside Pavilion Y On Site      Off Site  
Will it be sold or provided free to attendees?                     

**Please Note: (An original insurance certificate naming the City as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00 is required. In addition, you will be required to have a Temporary Event Vendor License from the State of Minnesota Health Department)**

YES

NO

Do you intend to cook food in the event area? If yes, please specify method: Inside

     Gas      Electric      Charcoal Other:                     

YES

NO

Will your event serve beer and/or wine?

Will it be sold or provided free to attendees? Sold with the  
Down House Bar Builders

**Please Note: (Alcoholic beverages are not permitted in any City Right-of-way, City Park or facility except where specifically waived by the City Council. To serve alcoholic beverages at an event, a permit or special use license must be obtained from The City of Proctor Liquor Control Committee. In addition, a Certificate of Liquor Liability Insurance in the amount of \$500,000.00 naming the City of Proctor as an additional insured must be secured. The certificate of insurance must include liability coverage for the sale and/or consumption of alcohol during the event).**

**-EVENT SPONSOR-  
RELEASE AND INDEMNIFICATION AGREEMENT**

**City of Proctor Minnesota**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property:

(Play Ground For Everybody Fund RAISE) Down House BAN  
And 5th St between Hwy 2 + 3rd Ave, including City  
Park Lot Behind Down House BAN

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Special Events Holder initials here)

DK

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES \_\_\_ NO \_\_\_

(Special Events Holder initials here)

DK

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here)

DK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here)

DK

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) DK

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) DK

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) DK

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

Dick Kari

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

Name Dick Kari

Title owner

Signature Dick Kari

Date \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806 <b>INSURED</b> CMK, Inc. DBA: Powerhouse Bar 423 3rd. Avenue Proctor MN 55810		<b>CONTACT</b> NAME: Tony Bauer PHONE: (218) 727-8324 FAX: E-MAIL: ADDRESS: PRODUCER: CUSTOMER: 00020247		<b>INSURER'S AFFORDING COVERAGE</b> INSURER A: Illinois Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--	---	--	--

## COVERAGES

CERTIFICATE NUMBER: CL1212700791

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL SUBR (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-</b> <input type="checkbox"/> <b>LOC</b>		727318	1/1/2018	1/1/2019	<b>EACH OCCURRENCE</b> \$ 1,500,000 <b>PROD. &amp; COM. AGG.</b> \$ 100,000 <b>MED EXP (Per one person)</b> \$ 2,000 <b>PERSONAL &amp; ADV INJURY</b> \$ 1,500,000 <b>GENERAL AGGREGATE</b> \$ 2,000,000 <b>PRODUCTS - COMPOD AGG</b> \$ 2,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input type="checkbox"/> <b>HIRED AUTOS</b> <input type="checkbox"/> <b>NON-OWNED AUTOS</b> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <b>DEDUCTIBLE</b> <b>RETENTION</b>					<b>COMBINED SINGLE LIMIT (Per accident)</b> \$ <b>BODILY INJURY (Per person)</b> \$ <b>BODILY INJURY (Per accident)</b> \$ <b>PROPERTY DAMAGE (Per accident)</b> \$ <b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$
<b>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>ANY PROPRIETARY PARTNERSHIP/OUTS</b> <input type="checkbox"/> <b>OFFICER/OWNER EXCLUDED?</b> (Mandatory in MN) <input type="checkbox"/> <b>Y/N</b> <b>DESCRIPTION OF OPERATIONS below</b>	N/A	WC11467	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> <b>WC STATU-</b> <input type="checkbox"/> <b>OTH-</b> <b>EL EACH ACCIDENT</b> \$ 100,000 <b>EL DISEASE - EA EMPLOYE</b> \$ 100,000 <b>EL DISEASE - POLICY LIMIT</b> \$ 500,000
<b>A Liquor Liability</b>		CL27972	1/1/2018	1/1/2019	<b>Aggregate \$300,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Food and Raisin for Playground for everybody May 19 5th Street, Between Hwy 2 and 3rd Avenue, Proctor, MN. Also include City Parking Lot, Parcel Code 185-012-00020. Additional Insured: City of Proctor 100 Pionk Drive, Proctor, MN 55810.

## CERTIFICATE HOLDER

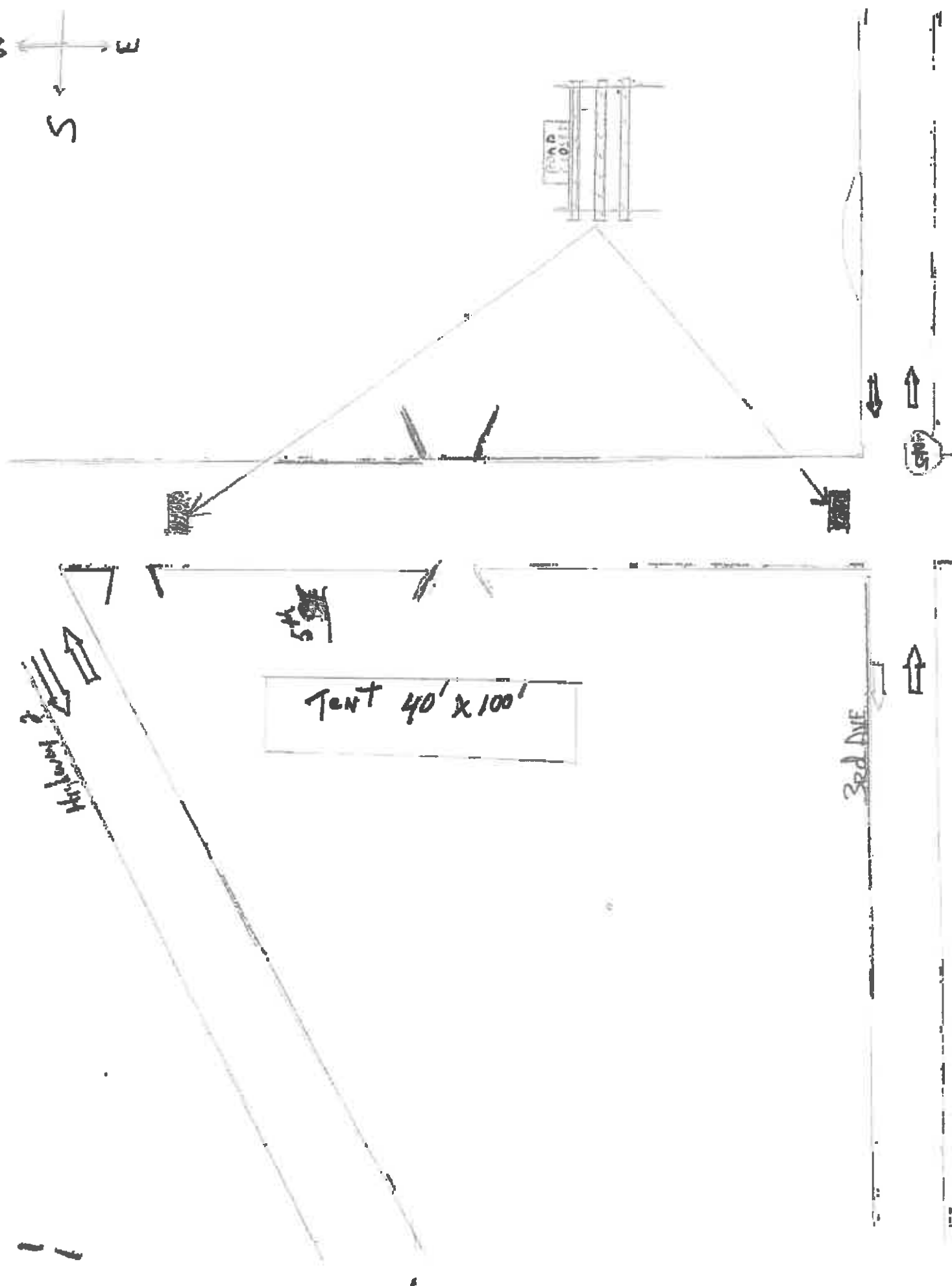
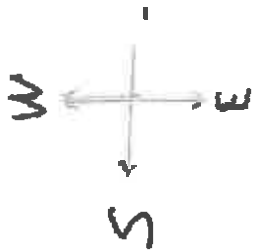
City of Proctor  
100 Pionk Drive  
Proctor, MN 55810

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Cameron/VIC



62

# City of Proctor Special Event Application

Event Title: CAR Gathering Wednesday Night Car Guys

Purpose of Event: Get Together For CARS JUNE 6th  
3:00pm Till Dark 9:00pm

Description of Event: Wednesdays Car Show + Get together

## Event Category (Please check)

☐ Athletic/Recreation ☐ Festival ☐ Parade/March ☐ Block Party  
☐ Concert/Performance ☐ Carnival ☐ Grand Opening ☐ Fundraiser  
☐ Street Dance (See City code 610.04) Other: CAR Show

## Event Schedule (use additional sheets if needed)

	Date	Day	Starting Time	Ending Time	Anticipated Attendance
Setup	2018 June 6th	Wednesday	3:00pm	Dark 9:00pm	75
Event Day 1	ONE DAY				
Event Day 2					
Event Day 3					
Event Day 4					
Event Day 5					
Break Down	9:00pm	Wednesday			

Event Location/Address: Power House Bldg 423 3rd Ave Proctor VT 05840

## Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above.

[Signature]  
Signature of Property Owner  
Or City Administrator (City of Proctor)

2/10/18  
Date

208 940-1262  
Phone Number

Organization Name:

Powerhouse BAA

Organization Address:

473 3rd Ave E Duluth MN 55812

Organization is: ☐ For Profit ☒ Non Profit

(If Non-Profit, please include a copy of the IRS 501© tax exemption letter.)

Person Responsible for Coordination of Event

Name:

DeK Kari

Email address:

DeK Kari 54@gmail.com

Home #:

218 624-3264

Cell #:

218 940 1862

FAX #:

Address: 5433 Ugestad Ln Road Duluth MN 55812

Secondary Contact

Name:

Cookie Kari

Email address:

Cookie Kari@gmail.com

Home #:

218 624-3264

Cell #:

218 940 1584

FAX #:

Address:

5533 Ugestad Ln Rd  
Duluth MN 55812

General Event Information

☒ YES

☐ NO

Is this an annual event? If yes, how many years have you been holding this event? 4

☐ YES

☒ NO

Is this event produced in other cities? If yes, please provide reference information: \_\_\_\_\_

☐ YES

☒ NO

Is your event part of a larger campaign (i.e. volleyball tour, charity event, holiday) If yes, please explain? \_\_\_\_\_

☒ YES ☐ NO Will you require use of a city park or city property/public right-of-way?  
If yes, please name the Park or Property to be used Part of City Parks Lot  
Behind Adventure Race 5th St Between Hwy 2 & 30 Ave

NOTE: If event is to be held on city property a -EVENT SPONSOR- RELEASE AND INDEMNIFICATION AGREEMENT must be completed.

☒ YES ☐ NO Are you requesting any roads to be closed?

If yes, Refer to City Code: CHAPTER 610A - SPECIAL EVENTS Subd 11 - Use of roadways; traffic regulations.

☒ YES ☐ NO Will your event require electricity? If yes, please describe. Town House Bar will provide

☐ YES ☐ NO Are you erecting any tents? If yes, please complete the table below.

Tent Size	# of Tents	Tent Location

☐ YES ☒ NO Will your event include amusement rides, inflatable's or children's games? If yes, please describe.  

(Please Note: All amusement rides must be approved by the City of Proctor.)

☐ YES ☒ NO Will your event include the use of fireworks or other pyrotechnics? If yes, please describe.  

(Please Note: A permit obtained by the City of Proctor Fire/Rescue Department is required)

☐ YES ☒ NO Are you charging a fee for this event? If yes, how will these revenues be used?  

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization: NA  
Contact Person:    
Phone Number:

### Marketing

YES

☒ NO

Is your event listed on the web. If yes, please provide the URL address: \_\_\_\_\_

Please check how you plan on marketing your event.

☒ Outdoor Banners

☒ Radio Ads

☐ Mailings

☐ Newspaper Ads

☐ Outdoor Signs

☐ TV Ads

☐ Flyers

Other: Face Book

Promotional Signs/Banners:

Location	Size	Description
<u>PowerHouse SF Bar</u>		<u>Informational Poster</u>
		<u>J Times</u>

Directional Signs:

Location	Size	Description
<u>HA</u>		

### Entertainment

☒ YES

☐ NO

Will your event have musical entertainment? If yes, please describe the type of music that will be used for your event. \_\_\_\_\_

Oldies

☒ YES

☐ NO

Will your event use amplified sound equipment? If yes, please describe. \_\_\_\_\_

Powered By PowerHouse

YES

☒ NO

Will your event have other entertainment? If yes, please describe the type of entertainment. \_\_\_\_\_

YES

☒ NO

Will your event require the use/construction of a stage? If yes, please describe. \_\_\_\_\_

**NOTE: Under City Ordinance #18.04, Subd. 2, Hours: No public dance, music festival, or music celebration as described above at subd. 1 shall be permitted to begin before noon, and any music or entertainment presented in connection with such events shall terminate at 12 a.m.**

## Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine if and what type of public safety assistance will be required.

YES

☒ NO

Will you be using a licensed professional security company to provide security services for your event? If yes, please describe the type of services they will perform. \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

YES

☒ NO

Will your event involve the use of traffic safety equipment? If yes, please describe. Roadcades

**NOTE: Under City Ordinance 018.04, Street Closures**

**Subd. 8. Public Safety.** The permittee shall provide officers as follows:

Two officers for any event with anticipated attendance of 0-300 patrons with one additional officer for each additional 200 patrons.

The officers hired by the permittee shall be retained by the permittee under the following priority:

(1) Off-duty Proctor officers;

(2) Officers from a jurisdiction sharing mutual aid agreements with the City of Proctor; or

(3) As approved by the Proctor Chief of Police.

Provided, all officers hired under priority 3 shall be licensed, full-time peace officers from a jurisdiction within the State of Minnesota.

Any and all selling or dispensing of alcoholic beverages at any event regulated hereunder shall conform to State and City liquor laws and ordinances, to be enforced by the applicable policing unit.

## Site Plan

Please provide a diagram of your event site plan and/or route and include the following items.

*See map*  
An outline of the entire event venue including the names of all streets or areas that are part of the venue and surrounding area.

*See map*  
The location of fencing, barriers and/or barricades.

*See map*  
The location of stages, tents, generators, portable toilets/restrooms, vendor booths and other temporary structures.

*See map*  
A detailed or close-up of the food booth and cooking area including identification of all vendors cooking with flammable gas or barbecue grills.

*N/A*  
The location of parking arrangements made for event attendees, participants and vendors.

- ☐ \* The provision of a twenty foot (20') emergency access lanes throughout the event venue
- ☐ \* Identification of event components/accommodations that have been made for persons with disabilities.

### Vendors

YES ☒ NO Will items or services other than food/beverage be sold at your event?  
If yes, you will be required to provide a listing of vendors and items/services that will be sold.

**Please Note: (All vendors are required to have a current State of Minnesota Operator Certificate of Compliance – from Department of Revenue (ST19 form) and an original insurance certificate naming the City of Proctor as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00)**

### Food/Beverage

☒ YES ☐ NO Will your event serve food?  
If yes, where will the food be prepared? ☒ On Site ☐ Off Site  
Will it be sold or provided free to attendees? \_\_\_\_\_

**Please Note: (An original insurance certificate naming the City as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00 is required. In addition, you will be required to have a Temporary Event Vendor License from the State of Minnesota Health Department)**

YES ☒ NO Do you intend to cook food in the event area? If yes, please specify method:  
\_\_\_ Gas \_\_\_ Electric \_\_\_ Charcoal Other: \_\_\_\_\_

☒ YES ☐ NO Will your event serve beer and/or wine?  
Will it be sold or provided free to attendees? Sold INSIDE

**Please Note: (Alcoholic beverages are not permitted in any City Right-of-way, City Park or facility except where specifically waived by the City Council. To serve alcoholic beverages at an event, a permit or special use license must be obtained from The City of Proctor Liquor Control Committee. In addition, a Certificate of Liquor Liability Insurance in the amount of \$500,000.00 naming the City of Proctor as an additional insured must be secured. The certificate of insurance must include liability coverage for the sale and/or consumption of alcohol during the event).**



**-EVENT SPONSOR-**  
**RELEASE AND INDEMNIFICATION AGREEMENT**  
City of Proctor Minnesota

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property:

CAR Gathering & Show

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder Initials here) DK

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES NO

(Special Events Holder Initials here) DK

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) DK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

F. We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) DK

H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) DK

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) DK

**IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT** is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

**PRINTED NAME OF SPECIAL EVENTS HOLDER:**

Dick Kaa

**PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:**

Name Dick Kaa

Title Owner

Signature Dick Kaa

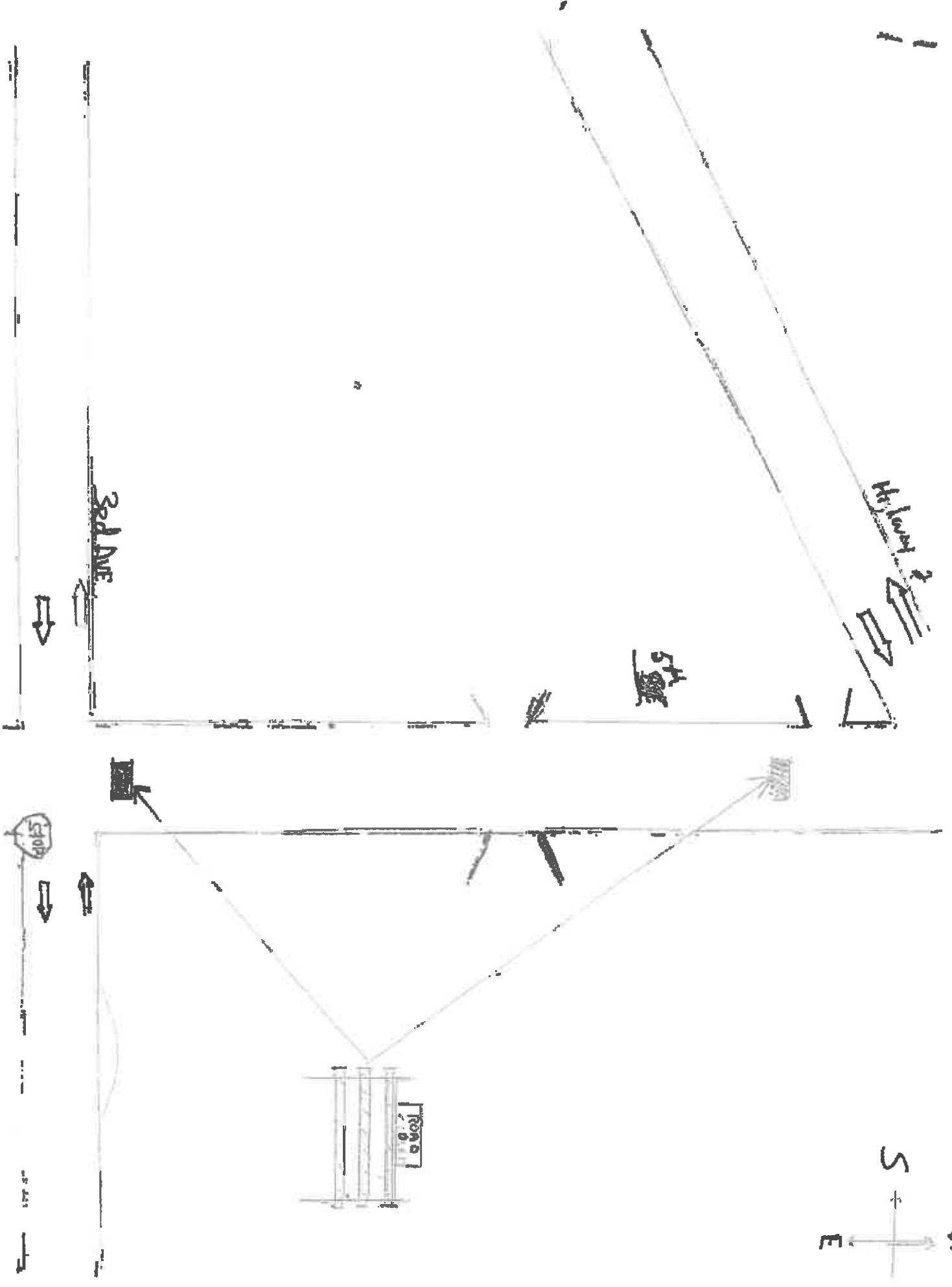
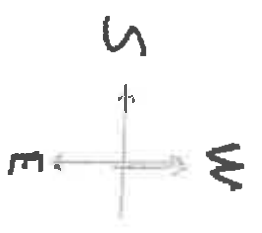
Date \_\_\_\_\_

1

Highway 2

5th

3rd Ave





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806 <b>INSURED</b> CMK, Inc. DBA: Powerhouse Bar 423 3rd. Avenue Proctor MN 55810	<b>CONTACT</b> NAME: Tony Bauer PHONE (A/C, No. Ext.): (218) 727-8324 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00020247 INSURER B: AFFORDING COVERAGE INSURER A: Illinois Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

## COVERAGES

CERTIFICATE NUMBER: CL1 212700791

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b>				
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	3727318	1/1/2018	1/1/2018	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (As Occurrence) \$ 100,000 MED EXP (Ar. and pers. inj.) \$ 2,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:				
POLICY	PRO	LOC		
<b>AUTOMOBILE LIABILITY</b>				
ANY AUTO				
ALL OWNED AUTOS				
SCHEDULED AUTOS				
HIRED AUTOS				
NON-OWNED AUTOS				
<b>UMBRELLA LIAB</b>				
EXCESS LIAB				
DEDUCTIBLE				
RETENTION				
<b>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN)	N/A			
If yes, describe under DESCRIPTION OF OPERATIONS below	WC11467	1/1/2018	1/1/2018	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
<b>A Liquor Liability</b>	2187872	1/1/2018	1/1/2018	Aggregate \$300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Car Show June 6th 5th Street, Between Hwy 2 and 3rd Avenue, Proctor, MN. Also include City Parking Lot, Parcel Code 185-012-00020. Coverage for bike game included. Additional Insured: City of Proctor 100 Pionk Drive, Proctor, MN 55810.

## CERTIFICATE HOLDER

## CANCELLATION

City of Proctor  
100 Pionk Drive  
Proctor, MN 55810

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vicki Cameron/VIC

**TO WHOM IT MAY CONCERN**

**POWERHOUSE IS REQUESTING CONSUMPTION OF  
ALCOHOL ON CITY PROPERTY FOR THE JUNE 6<sup>TH</sup>, 2018  
CAR SHOW.**

**THANK YOU  
POWERHOUSE BAR**

67

City of Proctor  
Special Event Application

Event Title: PowerHouse Car Show 2018

Purpose of Event: Gathering of Cars/Trucks/  
Motor Cycles

Description of Event: Wednesday Car Show & Gathering  
Aug 15th 2018 Rain Date Aug 16th 2018

Event Category (Please check)

☐ Athletic/Recreation ☐ Festival ☐ Parade/March ☐ Block Party  
☐ Concert/Performance ☐ Carnival ☐ Grand Opening ☐ Fundraiser  
☐ Street Dance (See City code 610.04) Other: Car Show

Event Schedule (use additional sheets if needed)

	Date	Day	Starting Time	Ending Time	Anticipated Attendance
Setup	8/15/2018	Wednesday	11:30 AM	9:00 PM	1000
Event Day 1					
Event Day 2					
Event Day 3					
Event Day 4					
Event Day 5					
Break Down	9:30 PM	Wednesday			

Event Location/Address: PowerHouse Bldg 423 3rd Ave Proctor MA  
5th St Between Hwy 2 & 2nd Ave 3rd Ave Between 6th & 4th St  
2nd Ave Between 4th St & 5th St City Park Lot Behind PowerHouse  
Property Owner's Permission RAD

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above.

Signature of Property Owner  
Or City Administrator (City of Proctor)

Date

Phone Number

Organization Name: Power House BAR  
Organization Address: 423 3rd AVE Proctor MN 55810

Organization is: For Profit Non Profit  
(If Non-Profit, please include a copy of the IRS 501© tax exemption letter.)

Person Responsible for Coordination of Event  
Name: Dick Kari  
Email address: DickKari54@gmail.com  
Home #: 218-624-3764  
Cell #: 218-940-1262  
FAX #: \_\_\_\_\_  
Address: 5439 Usgstad St. Road Duluth MN 55810

Secondary Contact  
Name: Cordelia Kari  
Email address: CordeliaKari@gmail.com  
Home #: 218-624-3764  
Cell #: 218-940-1584  
FAX #: \_\_\_\_\_  
Address: 5433 Usgstad St Road Duluth MN 55810

General Event Information

- ☒ YES ☐ NO Is this an annual event? If yes, how many years have you been holding this event? 18 yrs
- ☒ YES ☐ NO Is this event produced in other cities? If yes, please provide reference information \_\_\_\_\_
- ☒ YES ☐ NO Is your event part of a larger campaign (i.e. volleyball tour, charity event, holiday) If yes, please explain? \_\_\_\_\_

☒ YES ☐ NO Will you require ~~the use~~ of a city park or city property/public right-of-way?  
If yes, please name the Park or Property to be used SEE MAP

NOTE: If event is to be held on city property a -EVENT SPONSOR- RELEASE AND INDEMNIFICATION AGREEMENT must be completed.

☒ YES ☐ NO Are you requesting any roads to be closed?

If yes, Refer to City Code: CHAPTER 810A - SPECIAL EVENTS Subd 11 - Use of roadways; traffic regulations.

☒ YES ☐ NO Will your event require electricity? If yes, please describe.  
Down House Will Provide

☒ YES ☐ NO Are you erecting any tents? If yes, please complete the table below.

Tent Size	# of Tents	Tent Location
20x20	3	Down House BAR PARKING LOT

☒ YES ☒ NO Will your event include amusement rides, inflatable's or children's games? If yes, please describe.

(Please Note: All amusement rides must be approved by the City of Proctor.)

☒ YES ☒ NO Will your event include the use of fireworks or other pyrotechnics? If yes, please describe.

(Please Note: A permit obtained by the City of Proctor Fire/Rescue Department is required)

☒ YES ☒ NO Are you charging a fee for this event? If yes, how will these revenues be used?

If the proceeds of the event are intended for an organization other than the applicant, please provide the following information:

Benefiting Organization:

Contact Person:

Phone Number:

N/A



### Marketing

YES

NO

Is your event listed on the web. If yes, please provide the URL address: \_\_\_\_\_

Please check how you plan on marketing your event.

☒ Outdoor Banners

☒ Radio Ads

☐ Mailings

☐ Newspaper Ads

☐ Outdoor Signs

☐ TV Ads

☐ Flyers

Other: FreeBook

#### Promotional Signs/Banners:

Location	Size	Description
<u>POURHOUSE BAR</u>		<u>Informational Dates</u>
		<u>&amp; Times</u>

#### Directional Signs:

Location	Size	Description

### Entertainment

YES

NO

Will your event have musical entertainment? If yes, please describe the type of music that will be used for your event. BAND

Playing Oldies

YES

NO

Will your event use amplified sound equipment? If yes, please describe. Speaker & Amps

YES

NO

Will your event have other entertainment? If yes, please describe the type of entertainment. \_\_\_\_\_

YES

NO

Will your event require the use/construction of a stage? If yes, please describe. \_\_\_\_\_

**NOTE: Under City Ordinance 810.04, Subd. 2, Hours:** No public dances, music festival, or music celebration as described above at subd. 1 shall be permitted to begin before noon, and any music or entertainment presented in connection with such events shall terminate at 12 a.m.

## Security/Safety

Your event will be reviewed by the Proctor Public Safety Committee to determine if and what type of public safety assistance will be required.

YES

☒ NO

Will you be using a licensed professional security company to provide security services for your event? If yes, please describe the type of services they will perform. \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

☒ YES

☐ NO

Will your event involve the use of traffic safety equipment? If yes, please describe. BARRICADES

### **NOTE: Under City Ordinance 618.01, Street Dances**

**Subd. 6, Public Safety. The permittee shall provide officers as follows:**

**Two officers for any event with anticipated attendance of 0-300 patrons with one additional officer for each additional 200 patrons.**

**The officers hired by the permittee shall be retained by the permittee under the following priority:**

**(1) Off-duty Proctor officers;**

**(2) Officers from a jurisdiction sharing mutual aid agreements with the City of Proctor; or**

**(3) As approved by the Proctor Chief of Police.**

**Provided, all officers hired under priority 3 shall be licensed, full-time peace officers from a jurisdiction within the State of Minnesota.**

**Any and all selling or dispensing of alcoholic beverages at any event regulated hereunder shall conform to State and City liquor laws and ordinances, to be enforced by the applicable policing unit.**

## Site Plan

Please provide a diagram of your event site plan and/or route and include the following items.

SEE  
MAP

An outline of the entire event venue including the names of all streets or areas that are part of the venue and surrounding area.

SEE  
MAP

The location of fencing, barriers and/or barricades.

SEE  
MAP

The location of stages, tents, generators, portable toilets/restrooms, vendor booths and other temporary structures.

SEE  
MAP

A detailed or close-up of the food booth and cooking area including identification of all vendors cooking with flammable gas or barbecue grills.

SEE  
MAP

The location of parking arrangements made for event attendees, participants and vendors.

- ☐ \* The provision of a twenty foot (20') emergency access lanes throughout the event venue
- ☐ \* Identification of event components/accommodations that have been made for persons with disabilities.

### Vendors

**YES NO** Will items or services other than food/beverage be sold at your event?  
If yes, you will be required to provide a listing of vendors and items/services that will be sold.

**Please Note:** (All vendors are required to have a current State of Minnesota Operator Certificate of Compliance – from Department of Revenue (ST19 form) and an original insurance certificate naming the City of Proctor as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00)

### Food/Beverage

**YES NO** Will your event serve food?  
If yes, where will the food be prepared? On Site Off Site  
Will it be sold or provided free to attendees? Free

**Please Note:** (An original insurance certificate naming the City as an additional insured for the date of the event showing Products Liability in the amount of \$1,000,000.00 is required. In addition, you will be required to have a Temporary Event Vendor License from the State of Minnesota Health Department)

**YES NO** Do you intend to cook food in the event area? If yes, please specify method:  
Gas Electric Charcoal Other: \_\_\_\_\_

**YES NO** Will your event serve beer and/or wine?  
Will it be sold or provided free to attendees? Sold

**Please Note:** (Alcoholic beverages are not permitted in any City Right-of-way, City Park or facility except where specifically waived by the City Council. To serve alcoholic beverages at an event, a permit or special use license must be obtained from The City of Proctor Liquor Control Committee. In addition, a Certificate of Liquor Liability Insurance in the amount of \$500,000.00 naming the City of Proctor as an additional insured must be secured. The certificate of insurance must include liability coverage for the sale and/or consumption of alcohol during the event).

**-EVENT SPONSOR-  
RELEASE AND INDEMNIFICATION AGREEMENT  
City of Proctor Minnesota**

**THIS IS A RELEASE OF LIABILITY INDEMNIFICATION AGREEMENT. SPECIAL EVENTS HOLDER MUST READ CAREFULLY BEFORE SIGNING.**

In consideration for being permitted to engage in the following special event activities on City of Proctor property:

Flower House (200 S Hwy Aug 15 2015 Rain Date)  
Special Events Holder hereby acknowledges, represents, and agrees as follows: Aug 16 2015

- A. We understand that the above described activities are or may be dangerous and do or may involve risks of injury, loss, or damage to us and/or third parties. We further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

(Special Events Holder initials here) DK

- B. If required by this paragraph, we agree to require each participant in our special event to execute a **RELEASE AND INDEMNIFICATION AGREEMENT** for ourselves and for the City of Proctor, on a form approved by the City of Proctor.

Participant Release and Indemnification required? YES ☐ NO ☒

(Special Events Holder initials here) DK

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to City of Proctor, for the duration of the above described activities.

(Special Events Holder Initials here) DK

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any related third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge the City of Proctor, its officers, and its employees, from any and all claims, demands, and actions for such injury, loss, or damage to us or to any third party, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of the City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

F We further agree to defend, indemnify and hold harmless the City of Proctor, its officers, employees, insurers, and self insurance pool, from and against all liability, claims, and demands, court costs and attorneys fees, including those arising from any third party claim asserted against City of Proctor, its officers, employees, insurers or self insurance pool, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property damage or loss, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above described activities, whether or not caused by our act, omission, negligence, or other fault of City of Proctor, its officers, its employees, or by any other cause.

(Special Events Holder Initials here) DK

G. By signing this RELEASE AND INDEMNIFICATION AGREEMENT, we hereby acknowledge and agree that said Agreement extends to all acts omissions, negligence, or other fault of the City of Proctor, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(Special Events Holder Initials here) AK

H. We understand and agree that this RELEASE AND INDEMNIFICATION AGREEMENT shall be governed by the laws of the State of Minnesota and that jurisdiction and venue for any suit or cause of action under this agreement shall lie in the courts.

(Special Events Holder Initials here) DK

I. This RELEASE AND INDEMNIFICATION AGREEMENT shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

(Special Events Holder Initials here) DK

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

PRINTED NAME OF SPECIAL EVENTS HOLDER:

Dick Kaul

PRINTED NAME AND TITLE OF PERSON SIGNING ON BEHALF OF SPECIAL EVENTS HOLDER:

Name

Dick Kaul

Title

owner

Signature

Dick Kaul

Date

2018 Power House  
CAO STHU

5th Street

City  
Public  
Lot

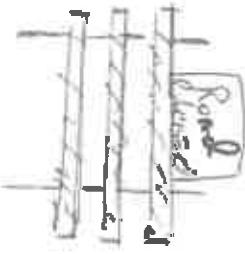
Public  
Lot

3rd  
Ave

ally

2nd  
Ave

4th Street





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policyholders may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Dwight Swanstrom Co. 31 N 21st Ave. W. Duluth MN 55806		<b>CONTACT</b> NAME: Tony Bauer PHONE: (218) 727-8324 FAX: (218) 727-8324 E-MAIL: ADDRESS: PRODUCER ID: 00020247 CUSTOMER ID:	
<b>INSURED</b> CMK, Inc. DBA: Powerhouse Bar 423 3rd. Avenue Proctor MN 55810		<b>INSURER</b> A: AFFORDING COVERAGE INSURER A: Illinois Casualty Ins Comp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1212700791 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	COLUMBIA	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,500,000
	COMMERCIAL GENERAL LIABILITY					STAYING TO RENTED PREMISES (Per occurrence)
A	CLAIMS-MADE		927318	1/1/2018	1/1/2018	\$ 100,000
						MEB EXP (Any one person) \$ 2,000
						PERSONAL & ADV INJURY \$ 1,500,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY					\$
	PRO-					\$
	LOG					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATU- OTH- \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MN)	Y/N	WC11467	1/1/2018	1/1/2018	EL EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				EL DISEASE - EA EMPLOYER \$ 100,000
A	Liquor Liability		2187872	1/1/2018	1/1/2018	EL DISEASE - POLICY LIMIT \$ 500,000
						Aggregate \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Car Show August 18 Location: 5th Street, 3rd Ave, 2nd Ave, & 4th St Proctor, MN 55810. Includes City Parking Lot. Parcel Code 185-012-00020 and Credit Union Parking Lot. Additional Insured: City of Proctor Bear Wagon on the Street

<b>CERTIFICATE HOLDER</b> 624-9459 City of Proctor 100 Pionk Drive Proctor, MN 55810	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Vicki Cameron/VIC
--	---

**TO WHOM IT MAY CONCERN**

**POWERHOUSE IS REQUESTING CONSUMPTION OF  
ALCOHOL ON CITY PROPERTY FOR THE AUGUST 15,  
2018 HOGHEAD CAR SHOW.**

**THANK YOU  
POWERHOUSE BAR**



66

Devin Shaw  
842 3<sup>rd</sup> Street  
Proctor, MN 55810  
(218) 269-6629  
d.shaw2828@hotmail.com

July 27, 2017  
Jamie Pogatchnik  
Fire Chief  
Proctor Fire Department

Dear Chief Pogatchnik:

Please accept this letter as formal notification that I am leaving my position with the Proctor Fire Department on July 27, 2017. I am grateful for the valuable experience and training that Proctor has provided me since January 2015. Thank you for the opportunities and friendships during my time with the department. I am looking forward to starting my career with the Ashland Fire Department. Please feel free to give me a call if you need anything.

Sincerely,



Devin Shaw  
Firefighter/EMT

Joseph W. Dardis

28 1<sup>st</sup> Street

Proctor, MN 55810

(218) 343-8783

February 22, 2018

City of Proctor

100 Pionk Drive STE 101

Proctor MN, 55810

To Whom It May Concern,

With this letter, I hereby submit my resignation from Proctor Fire Department, effective today. If you have questions, please feel free to contact me at the phone number/address above. Thank you for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph W. Dardis", with a long horizontal flourish extending to the right.

Joseph W. Dardis

61

The Planning and Zoning Commission would like to ask the City Council to give them specific language on banners and signs allowed in the city, and at sporting venues such as football field, arena (R3 zone), baseball fields and the racetrack.

1002.13

Subd. 3 paragraph 4

**Banners and Pennants:** Advertising or attention-getting devices which resemble flags, streamers, and similar devices and are made of paper, cloth, or plastic materials.

(23) Temporary: 90 days or less.

Subd. 4. General Provisions.

(1) **Permit Required:** The following general provisions are applicable to all signs. It shall be unlawful for any person to erect, alter, replace, or relocate any sign or other advertising structure without first obtaining a permit and paying required fees, except as herein otherwise provided.

Subd. 6. District Regulations for On-Premise Signs.

(1) **Residential.** In zoning districts "O/R," "R-1-a," "R-1-b," "R-1-c," "R-2," and "R-3" only the following signs shall be permitted to be erected:

(a) **Type of Signs.** The type of signs allowed is as follows:

(i) **Political campaign signs.**

(ii) **Real estate signs.**

(iii) **Nameplate signs.**

(iv) **Identification signs.**

(v) **Institutional signs.**

**(vi) Banners and pennants**

Subd. 7. District Regulations for Outdoor Advertising Signs (Off-Site Signs).

Outdoor advertising signs or off-site signs and signs which direct the attention of the general public to a business, product, service, or commodity which is conducted, sold, or offered other than on the premises on which the sign is located.

Subd. 10 Maintenance and Removal of Signs.

(1) All signs shall be maintained by the owner in a safe condition. A sign shall be repainted whenever its paint begins to fade, chip, or discolor.

(2)

If the Building Inspection Department shall find that any sign is abandoned, unsafe, a detriment to the public, not maintained, or constructed, erected, or maintained in violation of the provisions of this chapter, the Building Official shall give written notice to the sign owner thereof. If the sign owner fails to comply with the standards of this chapter with 30 days after such notice, such a sign shall be removed, and the costs for the removal charged against the property in the manner prescribed for public nuisances. Erection of a sign which requires the issuance of a permit without a lawful permit shall further constitute a petty misdemeanor and fined based upon the City Administrative Fine Schedule.

## CITY OF PROCTOR

03/02/18 10:09 AM

Page 1

## \*Check Summary Register©

January 2018 to March 2018

Name	Check Date	Check Amt	
<b>10100 First National Gen</b>			
Paid Chk# 036961 AMERITAS	2/21/2018	\$278.60	VISION INSURANCE
Paid Chk# 036962 EMC NATIONAL LIFE COMPANY	2/21/2018	\$777.73	LIFE INSURANCE
Paid Chk# 036963 NORTHERN MN DENTAL	2/21/2018	\$2,393.30	DENTAL FOR PD - ERROR IN CREDI
Paid Chk# 036964 AMERITAS	2/22/2018	\$152.67	VISION INSURANCE
Paid Chk# 036965 BLUE CROSS BLUE SHIELD OF	2/22/2018	\$38,782.28	HEALTH INSURANCE - WICK RETRO
Paid Chk# 036966 EMC NATIONAL LIFE COMPANY	2/24/2018	\$75.40	EMPLOYEE SUPPLEMENTAL LIFE
Paid Chk# 036967 LAW ENFORCEMENT LABOR SE	2/24/2018	\$294.00	LELS UNION DUES
Paid Chk# 036968 PROCTOR POLICE DEPT UNION	2/24/2018	\$80.00	POLICE DUES
Paid Chk# 036969 TEAMSTERS LOCAL UNION #346	2/24/2018	\$471.00	Teamsters union dues
Paid Chk# 036970 ACME ELECTRIC COMPANIES	3/6/2018	\$11.98	METAL BLADE
Paid Chk# 036971 AMERIPRIDE SERVICES	3/6/2018	\$111.29	CLOTHING
Paid Chk# 036972 ARROWHEAD EMS ASSOCIATIO	3/6/2018	\$630.00	CONFERENCE REGISTRATION
Paid Chk# 036973 BOLANDER, DOUGLAS	3/6/2018	\$372.96	UNIFORM REIMBURSEMENT
Paid Chk# 036974 BW DISRTIBUTING	3/6/2018	\$79.99	CAR WASH FOR SQUADS
Paid Chk# 036975 CENTER FOR EDUCATION & EM	3/6/2018	\$254.95	BOOK & LAW REPORT
Paid Chk# 036976 CENTURYLINK	3/6/2018	\$148.86	TELEPHONE
Paid Chk# 036977 C W TECHNOLOGY GROUP	3/6/2018	\$1,045.00	TELEPHONE MARCH BILLING
Paid Chk# 036978 KENT GAIDIS	3/6/2018	\$80.00	CELL PHONE REIMBURSEMENT
Paid Chk# 036979 GUARDIAN PEST SOLUTIONS, I	3/6/2018	\$88.46	PEST CONTROL
Paid Chk# 036980 HIBBING COMMUNITY COLLEGE	3/6/2018	\$1,350.00	2018 ARLET MEMBESHIP FOR 6
Paid Chk# 036981 HUFF, TOD	3/6/2018	\$1,846.00	CABLE COMMISSION HOURS
Paid Chk# 036982 JAY BOYSEN	3/6/2018	\$169.99	WORK BOOTS
Paid Chk# 036983 KEEPRS, INC	3/6/2018	\$16.02	UNIFORM - POLICE DEPT
Paid Chk# 036984 LAWSON PRODUCTS	3/6/2018	\$204.20	MOLY LUBRICANT RUBBER UNDERCOA
Paid Chk# 036985 MAKI & OVEROM, LTD	3/6/2018	\$6,732.00	CITY OF PROCTOR GENERAL
Paid Chk# 036986 MINNESOTA PUBLIC RADIO	3/6/2018	\$488.00	UW WOODCARVING SHOW 2017
Paid Chk# 036987 NORTHERN BUSINESS PRODUC	3/6/2018	\$377.49	OFFICE SUPPLIES
Paid Chk# 036988 OREILLY AUTO PARTS	3/6/2018	\$43.98	TRANSMISSION & HYDRAULIC FLUID
Paid Chk# 036989 PETERSON, LOREN W	3/6/2018	\$4,601.55	ACCOUNTING SERVICES
Paid Chk# 036990 PRAXAIR DISTRIBUTION INC	3/6/2018	\$81.39	OXYGEN FOR CUTTING TORCHES
Paid Chk# 036991 PROCTOR BUILDERS	3/6/2018	\$335.19	ELECT BALLAST WIRE STRIPPER WI
Paid Chk# 036992 PROCTOR JOURNAL	3/6/2018	\$203.56	CITY COUNCIL MTG MINUTES
Paid Chk# 036993 PROCTOR MILK HOUSE	3/6/2018	\$100.04	FUEL - PONTIAC GS
Paid Chk# 036994 SEH	3/6/2018	\$44,074.00	PROCT 6TH ST/ALMAC RECONSTRUCT
Paid Chk# 036995 TEAM LAB	3/6/2018	\$611.00	BACTERIA BUGS FOR LIFT STATION
Paid Chk# 036996 TOTALFUNDS	3/6/2018	\$553.16	POSTAGE
Paid Chk# 036997 W.L.S.S.D.	3/6/2018	\$28,914.00	WASTEWATER CHARGES
Paid Chk# 036998 WTIP NORTH SHORE RADIO	3/6/2018	\$100.00	TOURISM EVENT SPONSORSHIP
Paid Chk# 036999 ZIEGLER, INC	3/6/2018	\$1,575.05	LOADER MAINTENANCE
<b>Total Checks</b>		<b>\$138,475.07</b>	

#12232153 Blue Cross Blue Shield  
 #4529944 City of Proctor

39,085.48 Health Insurance  
 20,138.24 PR 18-03 wh  
#197,698.79

## CITY OF PROCTOR

03/02/18 2:18 PM

Page 1

## \*Check Summary Register©

December 2017 to March 2018

Name	Check Date	Check Amt
<b>10110 First National Lq</b>		
Paid Chk# 028135 AMERITAS	2/21/2018	\$14.70 VISION INSURANCE
Paid Chk# 028136 EMC NATIONAL LIFE COMPANY	2/21/2018	\$123.39 LIFE INSURANCE
Paid Chk# 028137 NORTHERN MN DENTAL	2/21/2018	\$80.85 DENTAL INSURANCE
Paid Chk# 028138 AMERITAS	2/22/2018	\$4.90 VISION INSURANCE
Paid Chk# 028139 BLUE CROSS BLUE SHIELD OF	2/22/2018	\$974.96 HEALTH INSURANCE - FEB SHORT
Paid Chk# 028140 CITY OF PROCTOR	2/24/2018	\$1,438.72 PR18-03 wh PERA
Paid Chk# 028141 EMC NATIONAL LIFE COMPANY	2/24/2018	\$14.40 EMPLOYEE SUPPLEMENTAL LIFE
Paid Chk# 028142 AMERICAN BOTTLING COMPAN	3/8/2018	\$108.50
Paid Chk# 028143 ARTISAN BEER COMPANY	3/8/2018	\$171.20
Paid Chk# 028144 BERNICK'S PEPSI	3/6/2018	\$2,313.85
Paid Chk# 028145 BLACKWOOD, BILL	3/6/2018	\$40.00
Paid Chk# 028146 BREAKTHRU BEVERAGE	3/6/2018	\$1,072.63
Paid Chk# 028147 COCA COLA BEVERAGES OF DU	3/6/2018	\$140.35
Paid Chk# 028148 G&K SERVICES	3/6/2018	\$65.52
Paid Chk# 028149 JOHNSON BROTHERS INC	3/6/2018	\$3,402.35
Paid Chk# 028150 MICHAUD DISTRIBUTING COMP	3/6/2018	\$249.60
Paid Chk# 028151 MINNESOTA ENERGY RESOURC	3/6/2018	\$110.85
Paid Chk# 028152 PHILLIPS WINE & SPIRITS CO	3/6/2018	\$2,386.47
Paid Chk# 028153 PROCTOR BUILDERS	3/6/2018	\$50.00
Paid Chk# 028154 PROCTOR JOURNAL	3/6/2018	\$80.00
Paid Chk# 028155 ROHLFING INC	3/6/2018	\$2,678.70
Paid Chk# 028156 SOUTHERN GLAZER'S OF MN	3/6/2018	\$1,445.94
Paid Chk# 028157 SUPERIOR BEVERAGE	3/6/2018	\$3,318.30
Paid Chk# 028158 VINOCOPIA	3/6/2018	\$183.00
Paid Chk# 1223217 BLUE CROSS BLUE SHIELD OF	1/25/2018	\$5,421.51 Aug, Nov, Dec 2017 pmts
Paid Chk# 8982444 MINNESOTA DEPT OF REVENUE	1/22/2018	\$8,614.00 12-17 SALES TAX
<b>Total Checks</b>		<b>\$34,502.69</b>

#28116 City of Proctor 2,224.64 PR 18-01 L wh  
 #28117 EMC National Life 14.40 Employee Supp Life  
 #28118 City of Proctor 1,965.34 PR 18-02 L wh  
 #28119 UFCW Local 489 101.28 UFCW Union Dues  
\$38,808.35